

Appendix E
Hatco Site Administrative Consent Order

October 3, 2005

VIA CERTIFIED MAIL, R.R.R.

Mr. Mark J. Pedersen, Section Chief
Case Assignment Section
New Jersey Department of Environmental Protection
Division of Responsible Party Site Remediation
401 East State Street, 5th Floor
P.O. Box 028
Trenton, New Jersey 08625-0028

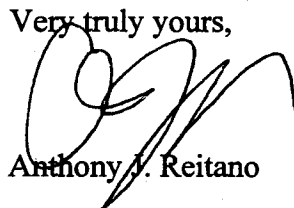
**Re: Hatco Site
Program Interest Number: G000003943**

Dear Mark:

Enclosed for your files please find a copy of the Administrative Consent Order, which was recorded in the Middlesex County Clerk's Office on August 16, 2005, in Deed Book 5533, Page 212.

Should you have any questions, please do not hesitate to contact me.

Very truly yours,



Anthony J. Reitano

AJR/ml
Enclosure

cc: Weston Solutions, Inc. (w/Enclosure)

Record and Return to:
Anthony J. Reitano, Esq.
Herold and Haines, P.A.
25 Independence Boulevard
Warren, New Jersey 07059



State of New Jersey
Department of Environmental Protection

RECORDED
ELAINE M. FLYNN
MIDDLESEX CTY CLERK

2005 AUG 16 AM 8:29

BOOK # _____ Bradley M. Campbell
PAGE # _____ Commissioner
OF PAGES _____

Richard J. Codey
Acting Governor

IN THE MATTER OF THE

HATCO SITE

AND

**WESTON SOLUTIONS, INC. AND
ACE AMERICAN INSURANCE COMPANY:**

ADMINISTRATIVE CONSENT

ORDER

PROGRAM INTEREST NUMBER: G000003943

This Administrative Consent Order is issued pursuant to the authority vested in the Commissioner of the New Jersey Department of Environmental Protection (hereinafter "the Department" or "DEP") by N.J.S.A. 13:1D-1 through -19, the Solid Waste Management Act, N.J.S.A. 13:1E-1 through -91, the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq., and the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., and duly delegated to the Assistant Director, Division of Remediation Support, Oversight Resources Allocation Element, pursuant to N.J.S.A. 13:1B-4.

FINDINGS

1. The Hatco site, located at 1020 King Georges Post Road, Fords, Woodbridge Township, Middlesex County, New Jersey, identified as Blocks 60 and 67, Lots 100A and 1B1 on the Tax Map of the Township of Woodbridge, (the "Site"), is the subject of the Administrative Consent Order.
2. The full names and mailing addresses of each party executing this Administrative Consent Order are as follows:

Weston Solutions, Inc. ("Weston")
1400 Weston Way
West Chester, Pennsylvania 19380

ACE American Insurance Company ("ACE")
1601 Chestnut Street
Philadelphia, Pennsylvania 19103

3. From 1959 until 1978, W.R. Grace & Co. – Conn. ("Grace") owned and operated an organic chemical manufacturing facility at the Site as the Hatco Chemical Division of Grace. In 1978, Hatco Corporation ("Hatco") purchased the facility and the Site from Grace. Hatco continues to own and operate the facility.
4. The operational, regulatory and enforcement history of the Site, as well as the results of remedial investigations performed by Hatco through 1992, are provided in a prior Administrative Consent Order between the Department and Hatco, dated September 9, 1992, which history is incorporated herein by reference.
5. Investigations of soils, groundwater, surface water and sediments have been conducted at the Site since 1992. These investigations have revealed the presence of polychlorinated biphenyls ("PCBs") and phthalates, as well as lesser contamination by other semi-volatile organic compounds, volatile organics compounds ("VOCs") and metals, in soils, sediments, groundwater and light nonaqueous phase liquids ("LNAPL").
6. A draft Remedial Action Work Plan was submitted to the Department in March 2001 to address the remediation of media contaminated with PCBs and phthalates, as well as other compounds at this Site. The Department provided comments on the draft Remedial Action Work Plan by letter dated September 28, 2001. Among these comments was the requirement that Grace and Hatco pursue the risk-based remedy approval process of the United States Environmental Protection Agency ("USEPA").
7. An Addendum Letter to the March 2001 Remedial Action Workplan was submitted to the Department on November 15, 2004 adopting a modified remedial approach. On February 17, 2005, the Department conditionally approved the Remedial Action Work Plan as modified by Addendum Letters dated March 27, 2002 and November 15, 2004 ("RA Work Plan"). The RA Work Plan incorporates the requirements of the USEPA approval of the risk-based remedy.
8. On April 2, 2001, Grace filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code. The bankruptcy remains pending before the Bankruptcy Court.
9. Grace and Hatco have entered an agreement with Weston, dated April 8, 2005, (the "Remediation Agreement"), Grace, Hatco, and Weston have already entered into a settlement agreement with the Department's Office of Natural Resources Restoration, dated April 7, 2005, (the "NRD Settlement Agreement"), and the Department, Grace, Hatco, ACE American Insurance Company ("ACE") and Weston have entered an agreement, dated April 8, 2005 (the "Settlement Agreement"), which is incorporated herein, whereby Weston will become responsible for environmental contamination resulting from discharges at or from the Site occurring prior to November 4, 2002 and will purchase a Remediation Expense Containment and Premises Pollution Liability Insurance Policy to be issued by ACE, attached hereto as Exhibit "A" (the "Policy").
10. By entering this Administrative Consent Order, neither Weston nor ACE admits to any fact, fault or liability under any statute or regulation concerning the condition of the Site

B05533PG214

nor waives any rights or defenses with regard to the Site except as specifically provided in this Administrative Consent Order. -

11. The scope of the investigation and remediation required by this Administrative Consent Order will include all contaminants at the above-referenced Site, and all contaminants which are emanating from or which have emanated from the Site.

ORDER

I. Remedial Action

12. Weston agrees to implement the approved Remedial Action Work Plan in accordance with the schedule to be submitted August 23, 2005.
13. Weston agrees to submit to the Department a Remedial Action Report (hereinafter "RA Report") in accordance with the Technical Requirements for Site Remediation, N.J.A.C. 7:26E, the RA Work Plan and the schedule submitted pursuant to Paragraph 12 herein.
14. If upon review of the RA Report the Department determines that additional remediation is required, Weston agrees to conduct additional remediation as directed by the Department and agrees to submit subsequent Remedial Investigation Reports and RA Reports, as applicable.
15. Within 60 calendar days after receipt of the Department's written comments on the RA Report, or longer as authorized by the Department, Weston agrees to modify the RA Report to conform to the Department's comments and agrees to submit the modified RA Report to the Department. The determination as to whether or not the modified RA Report, as resubmitted, conforms to the Technical Requirements for Site Remediation, N.J.A.C. 7:26E, and the Department's written comments and is otherwise acceptable to the Department shall be made solely by the Department in writing.

II. Additional Remedial Investigation and Remedial Action

16. If at any time that this Administrative Consent Order is in effect the Department determines that the prevailing standards in N.J.A.C. 7:26E are not being achieved or that additional remediation is required to protect the public health and safety and the environment, Weston agrees to conduct such additional remediation as the Department directs.

III. Progress Reports

17. Weston agrees to submit quarterly progress reports which detail the status of Weston's compliance with this Administrative Consent Order to the Department in accordance with N.J.A.C. 7:26E-6.6(b). Weston agrees to submit the first progress report on or before the last calendar day of the fourth calendar month following the Effective Date of this Administrative Consent Order. Weston agrees to submit a progress report thereafter on or before the last calendar day of the month following the next three calendar months

B05533PG215

being reported. Weston may request that the Department allow progress reports be submitted semi-annually or annually.

IV. Project Coordination

18. Weston agrees to submit to the Department all documents required by this Administrative Consent Order, including correspondence relating to force majeure issues, by delivery with an acknowledgement of receipt from the Department. The date that the Department executes the acknowledgement will be the date the Department uses to determine Weston's compliance with the requirements of this Administrative Consent Order and the applicability of penalties and any other remedies available to the Department.
19. Within seven (7) calendar days after the Effective Date of this Administrative Consent Order, Weston agrees to submit to the Department the name, title, address and telephone number of the individual who shall be Weston's technical contact for the Department for all matters concerning this Administrative Consent Order and Weston agrees that the person listed below is Weston's agent for the purpose of service for all matters concerning this Administrative Consent Order. In the event the Department determines that a meeting concerning the remediation of the Site is necessary, the Department will provide notification to this agent of the date, time and place of such meeting. Weston agrees to ensure that the agent (or his designee or replacement) is available for and participates in such meeting.

Daniel Kopcow
Weston Solutions, Inc.
205 Campus Drive
Edison, NJ 08837
(732) 417-5834

20. Within seven (7) days after the Effective Date of this Administrative Consent Order the Department will identify the individual who will be the Department's contact for all matters concerning this Administrative Consent Order. Unless the Department otherwise directs in writing, Weston agrees to submit all payments and two (2) copies of all documents required by this Administrative Consent Order to the Department's contact.
21. Weston agrees to notify, both verbally and in writing, the Department's contact person identified pursuant to the preceding paragraph at least fourteen (14) calendar days prior to the initiation of any field activities at the Site which are related to remediation, development or redevelopment.
22. The Department will consider a written request for an extension of time to perform any requirement in this Administrative Consent Order, provided that Weston submits any extension request to the Department two weeks prior to any applicable deadline to which the extension request refers.

B05533PG216

V. Remediation Funding Source and Remediation Funding Source Surcharge

23. Weston agrees to establish and maintain for the duration of this Administrative Consent Order a remediation funding source in an amount equal to the Department-approved estimate of the remediation costs related to compliance with this Administrative Consent Order, including all operation, maintenance and monitoring costs of all engineering and institutional controls, pursuant to N.J.A.C. 7:26E-8, used to remediate the Site, pursuant to N.J.A.C. 7:26C-7. Weston agrees that the initial remediation funding source amount is \$13.2 million. Pursuant to N.J.A.C. 7:26C-7.7, the Department has agreed to allow ACE to provide, on behalf of Weston, a self-guarantee as set forth in and as subject to Paragraphs 20, 22, 23, 26 and 27 of the Settlement Agreement. ACE is a party hereto solely for the limited purpose of providing, on behalf of Weston, a self-guarantee as the initial remediation funding source subject to Paragraphs 20, 22, 23, 26 and 27 of the Settlement Agreement. As further set forth in Paragraphs 20, 22 and 23 of the Settlement Agreement, ACE's obligations under this Administrative Consent Order are limited to the terms of the Policy.
24. Weston and ACE are not responsible for or obligated to pay a remediation funding source surcharge.

VI. Project Cost Review

25. Beginning three hundred sixty-five (365) calendar days after the Effective Date of this Administrative Consent Order, and annually thereafter on the same calendar day, Weston agrees to submit to the Department a detailed review of all remediation costs expended by Weston to comply with this Administrative Consent Order, including:
- (a) A detailed summary of all monies spent to date pursuant to this Administrative Consent Order;
 - (b) The detailed estimated remediation costs required to comply with this Administrative Consent Order, including all operation, maintenance and monitoring costs; and
 - (c) The reason for any changes from the previously submitted cost review.
26. At any time after Weston submits the first cost review pursuant to the preceding paragraph, Weston may request the Department's approval to reduce the amount of the remediation funding source to reflect the remaining remediation costs necessary to comply with obligations under this Administrative Consent Order. If the Department grants written approval to such a request, Weston may amend the amount of the then existing remediation funding source consistent with that approval.
27. If the estimated costs of meeting Weston's obligations in this Administrative Consent Order at any time increase to an amount greater than the remediation funding source, Weston agrees to within thirty (30) calendar days after receipt of written notice of the Department's determination, increase the amount of the then existing remediation funding source or provide an additional remediation funding source such that the total amount equals the Department's approved estimated cost.

B05533PG217

28. If Weston implements a remedial action at the site that includes institutional and engineering controls pursuant to N.J.A.C. 7:26E-8, Weston agrees to maintain a remediation funding source, pursuant to N.J.A.C. 7:26C-7, in an amount necessary to pay for the operation, maintenance and monitoring of the engineering and institutional controls.

VII. Oversight Cost Reimbursement

29. Within thirty (30) calendar days after receipt from the Department of a written summary of the Department's oversight costs, including all accrued interest incurred pursuant to paragraph 31, determined pursuant to N.J.A.C. 7:26C-9.3, Weston agrees to submit to the Department a cashier's or certified check payable to the "Treasurer, State of New Jersey" and submitted with DEP Form 062A, for the full amount of the Department's oversight costs, for the period being charged.
30. Weston agrees that its agreement here to pay the Department's oversight costs will continue after the Department's termination of this Administrative Consent Order as provided herein for those oversight costs that have accrued prior to that termination.
31. Weston also agrees to pay interest on the unpaid balance of oversight costs, beginning at the end of the thirty (30) calendar day period established in Paragraph 29, at the rate established by Rule 4:42 of the current edition of the Rules Governing the Courts of the State of New Jersey.

VIII. Reservation of Rights

32. The Department reserves the right to unilaterally terminate this Administrative Consent Order in the event that the Department determines that Weston has violated the terms of this Administrative Consent Order. Before the Department unilaterally terminates this Administrative Consent Order, the Department shall notify Weston in writing of the obligation(s) which it has not performed, and Weston shall have thirty (30) calendar days after receipt of such notice to perform such obligation(s).
33. Nothing in this Administrative Consent Order precludes the Department from seeking civil or civil administrative penalties or any other legal or equitable relief against Weston for violations of this Administrative Consent Order. In any such action brought by the Department under this Administrative Consent Order for injunctive relief, civil, or civil administrative penalties, Weston may raise, among other defenses, a defense that Weston failed to comply with a decision of the Department, made pursuant to this Administrative Consent Order, on the basis that the Department's decision was arbitrary, capricious or unreasonable. If Weston is successful in establishing such a defense based on the administrative record, Weston shall not be liable for penalties for failure to comply with that particular requirement of the Administrative Consent Order. Although Weston may raise such defenses in any action initiated by the Department for injunctive relief, Weston hereby agrees not to otherwise seek review of any decision made or to be made by the Department pursuant to this Administrative Consent Order and under no circumstances

B05533PG218

shall Weston initiate any action or proceeding challenging any decision made or to be made by the Department pursuant to this Administrative Consent Order.

34. This Administrative Consent Order shall not be construed to affect or waive the claims of federal or State natural resources trustees against any person for damages or injury to, destruction of, or loss of natural resources, unless expressly provided herein, and then only to the extent expressly provided herein.
35. Except as otherwise stated in this Administrative Consent Order, nothing herein shall be construed as limiting any legal, equitable or administrative remedies which Weston may have under any applicable law or regulation. In any enforcement action the Department initiates pursuant to this Administrative Consent Order, Weston reserves any defenses which the Spill Compensation and Control Act, Matter of Kimber Petroleum Corp., 110 N.J. 69 (1988) or their amendments, supplements and progeny allow.
36. Except as otherwise set forth herein, by the execution of this Administrative Consent Order, the Department does not release Weston from any liabilities or obligations Weston may have pursuant to any other authority, nor does the Department waive any of its rights or remedies pursuant thereto.

IX. Force Majeure

37. If any event specified in the following paragraph occurs which Weston believes or should believe will or may cause delay in the compliance or cause non-compliance with any provision of this Administrative Consent Order, Weston agrees to notify the Department in writing within seven (7) calendar days of the start of delay or knowledge of the anticipated delay, as appropriate, referencing this paragraph and describing the anticipated length of the delay, the precise cause or causes of the delay, any measure taken or to be taken to minimize the delay, and the time required to take any such measures to minimize the delay. Weston agrees to take all necessary action to prevent or minimize any such delay.
38. The Department will extend in writing the time for performance for a period no longer than the delay resulting from such circumstances as determined by the Department only if:
 - (a) Weston has complied with the notice requirements of the preceding paragraph;
 - (b) Any delay or anticipated delay has been or will be caused by fire, flood, riot, strike or other circumstances beyond the control of Weston; and
 - (c) Weston has taken all necessary action to prevent or minimize any such delay.
39. The burden of proving that any delay is caused by circumstances beyond the control of Weston and the length of any such delay attributable to those circumstances shall rest with Weston.
40. "Force Majeure" shall not include the following:

B05533PG219

- (a) Delay in an interim requirement with respect to the attainment of subsequent requirement;
- (b) Increases in the cost or expenses incurred by Weston in fulfilling the requirements of this Administrative Consent Order;
- (c) Contractor's breach, unless Weston demonstrates that such breach falls within the above paragraphs; and
- (d) Failure to obtain access required to implement this Administrative Consent Order, unless denied by a court of competent jurisdiction.

X. Penalties

- 41. Weston agrees to pay penalties for its violations of this Administrative Consent Order, or for its violations of a deed notice or declaration of environmental restriction that is part of a remedial action implemented pursuant to the order, according to the amounts and conditions in this section.
- 42. Weston agrees:
 - (a) That each violation of any requirement, condition or deadline in this Administrative Consent Order constitutes an additional, separate, and distinct violation to which penalties apply;
 - (b) That each day that a violation continues constitutes an additional, separate, and distinct violation to which penalties apply;
 - (c) To pay interest, at the rate set forth in the New Jersey Court Rules, R. 4:42-11(a)i, on any unpaid penalty pursuant to this Administrative Consent Order commencing on the first day after it has agreed to pay a penalty pursuant to this Administrative Consent Order;
 - (d) That nothing in this Administrative Consent Order shall prevent the simultaneous accrual of separate penalties for separate violations of this Administrative Consent Order;
 - (e) That its payment of a penalty pursuant to this Administrative Consent Order does not alter Weston's responsibility to complete any requirement of this Administrative Order; and
 - (f) To regard payments of penalties pursuant to this Administrative Consent Order as payments of civil or civil administrative penalties pursuant to the Spill Compensation And Control Act, N.J.S.A. 58:10-23.11 through 23.14.
- 43. Weston agrees to pay a penalty for all violations of this Administrative Consent Order beginning on the first calendar day following the day the noncompliance begins and

continually thereafter until the final day of correction of the noncompliance, in the following amounts:

Calendar Days After Due Date	Penalty
1 - 7 days	\$500 per calendar day
8 - 14 days	\$1,000 per calendar day
15 days and over	\$2,500 per calendar day

44. The Department will provide Weston with written notice of each violation, including a description of the conditions of this Administrative Consent Order that Weston has violated, the date that Weston was to have completed each task, the duration of the violation, and the amount of the penalty that is due and owing pursuant to the preceding paragraph.
45. Weston agrees to pay each penalty required by this Administrative Consent Order by cashier's check or certified check payable to the "Treasurer, State of New Jersey," accompanied by DEP Form 062A and a letter referencing this Administrative Consent Order and the violations for which Weston is submitting the payment within 30 calendar days after its receipt of a penalty payment demand from the Department pursuant to the preceding paragraph.
46. Weston agrees that nothing herein shall limit the Department's ability, upon Weston's failure to pay a penalty pursuant to this Administrative Consent Order, to pursue civil or civil administrative penalties or take any other enforcement action for any violations of this Administrative Consent Order.
47. Weston agrees to pay a penalty in the amount of the economic benefit (in dollars) which Weston has realized as a result of not complying, or by delaying compliance, with the requirements of this Administrative Consent Order, including the following:
 - (a) The amount of savings realized from avoided capital or noncapital costs resulting from the violation;
 - (b) The return earned or that may be earned on the amount of the avoided costs;
 - (c) All benefits accruing to the violator as a result of a competitive market advantage enjoyed by reason of the violation; and
 - (d) All other benefits resulting from the violation.
48. Weston agrees that the Department will consider the following factors in determining a penalty for economic benefit:
 - (a) The amount of capital investments required, and whether they are one-time or recurring;
 - (b) The amount of one-time nondepreciable expenditures;

B05533PG221

- (c) The amount of annual expenses;
- (d) The useful life of capital;
- (e) Applicable tax, inflation and discount rates;
- (f) The amount of low interest financing, the low interest rate, and the corporate debt rate; and
- (g) Any other factors relevant to economic benefit.

49. If the total economic benefit was derived from more than one violation, Weston agrees that the Department may apportion the total economic benefit amount among the violations from which it was derived so as to increase each civil administrative penalty assessment to an amount no greater than \$50,000 per violation.

XI. Dispute Resolution

50. In the event a conflict arises between Weston and the Department, Weston may institute the Department's dispute resolution process at N.J.A.C. 7:26C-1.4.

XII. General Provisions

- 51. In addition to the Department's statutory and regulatory rights to enter and inspect, Weston agrees to allow the Department and its authorized representatives access to all areas of the Site Weston has access to, at all times, for the purpose of monitoring Weston's compliance with this Administrative Consent Order and/or to perform any remedial activities Weston fails to perform as required by this Administrative Consent Order. Weston agrees that its agreement here to provide the Department with access will continue after the Department's termination of this Administrative Consent Order pursuant to Paragraph 32, above.
- 52. Weston agrees to not construe any informal advice, guidance, suggestions, or comments by the Department, or by persons acting on behalf of the Department, as relieving Weston of its obligation to obtain written approvals as required herein.
- 53. Weston agrees to provide a copy of this Administrative Consent Order to each contractor and subcontractor retained to perform the work required by this Administrative Consent Order and agrees to condition all contracts and subcontracts entered for the performance of such work upon compliance with the terms and conditions of this Administrative Consent Order. Weston agrees to be responsible to the Department for ensuring that its contractors and subcontractors perform the work herein in accordance with this Administrative Consent Order.
- 54. Nothing in this Administrative Consent Order relieves Weston from complying with all other applicable laws and regulations. Compliance with the terms of this Administrative Consent Order shall not excuse Weston from obtaining and complying with any applicable federal, state or local permits, statutes, regulations and/or orders while

carrying out the obligations imposed by this Administrative Consent Order. This Administrative Consent Order shall not preclude the Department from requiring that Weston obtain and comply with any permits, and/or orders issued by the Department under the authority of the Water Pollution Control Act, N.J.S.A. 58:10A-1 et seq., the Solid Waste Management Act, N.J.S.A. 13:1 E-1 et seq., and the Spill Compensation and Control Act, N.J.S.A. 58:10:23.11 et seq., for the matters covered herein. The terms and conditions of any such permit shall not be preempted by the terms and conditions of this Administrative Consent Order if the terms and conditions of any such permit are more stringent than the terms and conditions of this Administrative Consent Order. Should any of the measures to be taken by Weston during the remediation of any ground water and surface water pollution result in a new or modified discharge as defined in the New Jersey Pollutant Discharge Elimination System ("NJPDES") regulations, N.J.A.C. 7:14A-1 et seq., then Weston agrees to obtain a NJPDES permit or permit modification from the Department prior to commencement of the activity.

55. All work plans, schedules, and other documents required by this Administrative Consent Order and approved in writing by the Department are incorporated herein and made a part hereof.
56. Upon the receipt of a written request from the Department, Weston agrees to submit to the Department all data and information, including technical records and contractual documents, concerning contamination at the Site, including raw sampling and monitoring data, whether or not such data and information, including technical records and contractual documents, were developed pursuant to this Administrative Consent Order. Weston reserves its right to assert a privilege regarding such documents, but agrees not to assert any confidentiality or privilege claim with respect to any data related to Site conditions, sampling or monitoring.
57. Weston agrees to comply with this Administrative Consent Order, which shall be fully enforceable as an Order in the New Jersey Superior Court pursuant to the Department's statutory authority.
58. No modification or waiver of this Administrative Consent Order shall be valid except by written amendment to this Administrative Consent Order duly executed by Weston, ACE and the Department. Any amendment to this Order shall be executed by the Department, Weston and ACE. The Department reserves the right to require the resolution of any outstanding violations of the rules of this Order prior to executing any such amendment.
59. Weston and ACE waive their rights to an administrative hearing concerning the entry of this Administrative Consent Order.
60. This Administrative Consent Order shall be governed and interpreted under the laws of the State of New Jersey.
61. If any provision of this Administrative Consent Order or the application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Administrative Consent Order or the application of such provision to persons or

B05533PG223

circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Administrative Consent Order shall be valid and enforced to the fullest extent permitted by law. Notwithstanding the foregoing, under no circumstance shall ACE's obligations under this Administrative Consent Order be expanded or modified to any extent as a result of the invalidity or unenforceability of any provision of this Administrative Consent Order, including this paragraph.

62. This Administrative Consent Order represents the entire integrated agreement between the Department and Weston and ACE concerning the Site subject to this Administrative Consent Order and supersedes all prior negotiations, representations or agreements, either written or oral, unless otherwise specifically provided herein.
63. Within thirty (30) calendar days after the Effective Date of this Administrative Consent Order, Weston agrees to record a copy of this Administrative Consent Order with the County Clerk, Middlesex County, State of New Jersey, and agrees to provide the Department with written verification of compliance with this paragraph, which shall include a copy of this Administrative Consent Order stamped "Filed" by the County Clerk.
64. This Administrative Consent Order shall be binding on Weston and ACE and their successors, assignees and any trustee in bankruptcy or receiver appointed pursuant to a proceeding in law or equity. No change in the ownership or corporate status of Weston or ACE or the facility or the Site shall alter Weston's or ACE's responsibilities under this Administrative Consent Order.
65. Weston agrees to preserve, during the pendency of this Administrative Consent Order and for a minimum of ten (10) years after its termination, all data and information, including technical records, potential evidentiary documentation and contractual documents, in its possession or in the possession of Weston's divisions, employees, agents, accountants, contractors, or attorneys that relate in any way to the contamination at the Site, despite any document retention policy to the contrary. After this ten year period, Weston may make a written request to the Department to discard any such documents. Such a request shall be accompanied by a description of the documents involved, including the name of each document, date, name and title of the sender and receiver and a statement of contents. Upon receipt of written approval by the Department, Weston may discard only those documents that the Department does not require to be preserved for a longer period. Upon receipt of a written request by the Department, Weston agrees to submit to the Department all data and information, including technical records and contractual documents or copies of the same. Weston reserves whatever rights it may have, if any, to assert any privilege regarding such data or information, however, Weston agrees not to assert any privilege or confidentiality claims with respect to any data related to site conditions, sampling, or monitoring.
66. Weston agrees to provide to the Department written notice of the dissolution of its corporate or partnership identity, the liquidation of the majority of its assets or the closure, termination or transfer of operations in accordance with the schedule set forth at N.J.A.C. 7:26B-3.2 prior to such action. Upon such notice, Weston agrees to submit a

B05533PG224

cost review pursuant to this Administrative Consent Order to the Department. Weston agrees to also provide written notice to the Department of a filing of a petition for bankruptcy no later than the first business day after such filing. These requirements shall be in addition to any other statutory requirements arising from the dissolution of corporate or partnership identity, the liquidation of the majority of assets, or the closure, termination or transfer of operations. Upon receipt of notice of dissolution of corporate identity, liquidation of assets or filing of a petition for bankruptcy, the Department may request and, within fourteen (14) days of the Department's written request, Weston agrees to obtain and submit to the Department additional financial assurance pursuant to this Administrative Consent Order.

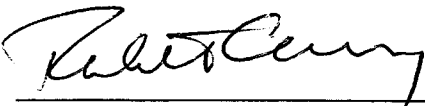
67. If Weston implements a remedial action at the Site that includes institutional and engineering controls pursuant to N.J.A.C. 7:26E-8, this Administrative Consent Order shall remain in full force and effect including the requirements to maintain a remediation funding source. This Administrative Consent Order shall otherwise be terminated pursuant to the following paragraph.
68. If Weston remediates contaminated soil at the Site to the Department's unrestricted use soil standard and any other contaminated media to the applicable remediation standard, the requirements of this Administrative Consent Order shall be deemed satisfied upon the receipt by Weston of written notice from the Department stating that Weston has completed the remediation required by this Administrative Consent Order in accordance with N.J.A.C. 7:26E and has satisfied all financial obligations imposed by this Administrative Consent Order and therefore Weston does not need to continue to maintain a remediation funding source and that no further action is necessary at the Site. The written notice shall also state that the Administrative Consent Order is thereby terminated. Such written notice shall not relieve Weston from the obligation to conduct future investigation or remediation activities pursuant to Federal, State or local laws for matters not addressed by this Administrative Consent Order.
69. Weston may assert a claim of confidentiality for any information submitted by Weston pursuant to this Administrative Consent Order, by following the Department's procedures in N.J.A.C. 7:26B-7.
70. Weston and ACE agree to submit to the Department, along with four original copies of the executed original Administrative Consent Order, signed by Weston or ACE, documentary evidence, such as a corporate resolution or a certification by a corporate officer, that the signatory has the authority to bind Weston or ACE to the terms of this Administrative Consent Order, and proof that the remediation funding source has been established pursuant to N.J.A.C. 7:26C-7.
71. The Effective Date of this Administrative Consent Order shall be the point in time when the following have all been accomplished: (i) the bankruptcy court having jurisdiction over the Grace bankruptcy proceedings issues an order approving the Settlement Agreement and the Remediation Agreement; (ii) the Department, Weston, and ACE have executed this Administrative Consent Order; (iii) the Department has approved ACE's providing, on behalf of Weston, a self-guarantee as the initial remediation funding source

B05533PG225

and ACE's self-guarantee application; (iv) the Department, Grace, Hatco, and Weston have executed the NRD Settlement Agreement, (v) Grace and Hatco have paid the contract price pursuant to the Remediation Agreement; and (vi) ACE has issued the Policy. This Administrative Consent Order shall be of no force and effect until the Effective Date.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

Date: 5/25/05

BY: 
Ronald T. Corcory, Assistant Director
Oversight Resources Allocation Element

WESTON SOLUTIONS, INC.

Date: _____

BY: _____

Signature

Print Full Name Signed Above

Title

ACE AMERICAN INSURANCE COMPANY

Date: _____

BY: _____

Signature

Print Full Name Signed Above

Title

B05533PG226

and ACE's self-guarantee application; (iv) the Department, Grace, Hatco, and Weston have executed the NRD Settlement Agreement, (v) Grace and Hatco have paid the contract price pursuant to the Remediation Agreement; and (vi) ACE has issued the Policy. This Administrative Consent Order shall be of no force and effect until the Effective Date.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

Date: _____

BY: _____
Ronald T. Corcory, Assistant Director
Oversight Resources Allocation Element

WESTON SOLUTIONS, INC.

Date: 4/2/05

BY: 
Signature

Patrick G. McCann
Print Full Name Signed Above

President and CEO
Title

ACE AMERICAN INSURANCE COMPANY

Date: _____

BY: _____
Signature

Print Full Name Signed Above

Title

B05533PG227

and ACE's self-guarantee application; (iv) the Department, Grace, Hatco, and Weston have executed the NRD Settlement Agreement, (v) Grace and Hatco have paid the contract price pursuant to the Remediation Agreement; and (vi) ACE has issued the Policy. This Administrative Consent Order shall be of no force and effect until the Effective Date.

NEW JERSEY DEPARTMENT OF ENVIRONMENTAL PROTECTION

Date: _____

BY: _____
Ronald T. Corcory, Assistant Director
Oversight Resources Allocation Element

WESTON SOLUTIONS, INC.

Date: _____

BY: _____
Signature

Print Full Name Signed Above

Title

ACE AMERICAN INSURANCE COMPANY

Date: 4/7/05

BY: _____
Signature

Print Full Name Signed Above

Title

B05533PG228

EXHIBIT A

**TO ADMINISTRATIVE CONSENT ORDER, ISSUED BY THE
STATE OF NEW JERSEY, DEPARTMENT OF
ENVIRONMENTAL PROTECTION, ENTITLED "IN THE
MATTER OF THE HATCO SITE AND WESTON SOLUTIONS,
INC., AND ACE AMERICAN INSURANCE COMPANY,
PROGRAM INTEREST NUMBER G000003943".**



RECAPP - Remediation Expense Containment and Premises Pollution Liability Insurance Policy (Declarations)

This Policy is issued by the stock insurance company listed above (herein called the "Insurer").

THIS IS A CLAIMS MADE POLICY WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES UNDER SECTION I. INSURING AGREEMENTS A. THROUGH F. ARE SUBJECT TO ANY APPLICABLE SELF-INSURED RETENTION AND, ONCE THE APPLICABLE SELF-INSURED RETENTION, IF ANY, IS SATISFIED WILL ERODE THE LIMITS OF LIABILITY.

THESE DECLARATIONS, TOGETHER WITH THE COMPLETED AND SIGNED APPLICATION, THE POLICY AND ANY ENDORSEMENTS OR SCHEDULES ATTACHED HERETO, CONSTITUTE THE INSURANCE POLICY.

Policy No. : PRM G23566047 001		Renewal of: n/a
Item 1.	Named Insured: Weston Solutions, Inc. Principal Address: 1400 Weston Way West Chester, PA 19380	
Item 2.	Policy Period: From: 12:01 A.M. on June 6, 2005 To: earlier of: (1) exhaustion of the Limit of Liability shown in Item 5.a. or (2) (a) 12:01 A.M. on June 6, 2010 for Coverage Provided under Section I. E. or (b) 12:01 A.M. on June 6, 2035 for all other Coverages Provided (Local time at the address shown in Item 1.)	
Item 3.	Coverage(s) Provided (Coverage(s) Provided only for those specific coverages outlined in Section I. Insuring Agreements, which are identified here): Section I.A. through H.	
Item 4.	Retroactive Date: Reverse Retroactive Date 11/4/2002 (Applicable to Coverage(s) Provided under Section I. A. through D. and F.)	
Item 5.	Limits of Liability: a. Applicable to Coverage(s) Provided under Section I. A. through H. \$ 42,700,000 Policy Aggregate Limit b. Applicable to Coverage(s) Provided under Section I. A. through F.: (1) No Limit Per Claim, Government Action, Remediation Cost, or Legal Defense Expense (except "Natural Resource Damages") (2) \$20,000,000 All Claims, Government Actions, Remediation Costs, and Legal Defense Expense Limit (except "Natural Resource Damages") c. Applicable to Coverage Provided under Section I. G. through H. No Limit, subject to Item 5.a. d. Applicable to "Natural Resource Damages"	

B05533PG230

	<p>(1) \$5,000,000 Per Claim, Government Action, Remediation Cost, or Legal Defense Expense Limit</p> <p>(2) \$5,000,000 All Claims, Government Actions, Remediation Costs, and Legal Defense Expense Limit</p>
Item 6.	<p>Self Insured Retention:</p> <p>a. Applicable to Coverage(s) Provided under Section I. A. through F. (including "Natural Resource Damages"):</p> <p>\$ 100,000 Per Claim, Government Action, Remediation Cost, or Legal Defense Expense</p> <p>b. Applicable to Coverage(s) Provided under Section I. G. through H.</p> <p>None</p>
Item 7.	<p>Co-Insurance Percentage: (Applicable to Coverage(s) Provided, if any, under Section I. G. through H.)</p> <p>None</p>
Item 8.	<p>Premium:</p> <p>\$ 21,064,000 (100% minimum earned)</p>
Item 9.	<p>Notice to Insurer:</p> <p>a. Notice of Claim, Pollution Condition, Remediation Cost, or Legal Defense Expense:</p> <p>ACE Casualty Risk Claims 1133 Avenue of the Americas – 38th Floor New York, NY 10036</p> <p>b. All Other Notices:</p> <p>Unit Underwriting Officer ACE Casualty Risk 1601 Chestnut Street Philadelphia, PA 19103</p>
Item 10.	<p>Schedule of Covered Locations:</p> <p>1020 King George Post Road, Fords, Middlesex County, New Jersey designated as Blocks 60 and 67, Lots 100A and 1B1 on the Woodbridge Township municipal tax maps (as such maps existed on the Effective Date), located between Industrial Avenue and King George Post Road, Fords, Middlesex County, New Jersey</p>
Item 11.	<p>Producer Name and Address:</p> <p>Marsh USA Two Logan Square Philadelphia, PA 19103 Commission: Net</p>
Item 12.	<p>Maximum Crediting Rate:</p> <p>4%</p>
Item 13.	<p>Initial Notional Experience Credit Amount:</p> <p>\$ 17,169,000</p>

Forms and Endorsements Attached at Policy Issuance:

Endorsement Number:	Form Number:	Form Name:
Policy Form	Manuscript Weston Policy	RECAPP – Remediation Expense Containment and Premises Pollution Liability Insurance Policy
001	MANU	Remediation Plan Schedule
002	MANU	Remediation Project Update Schedule
003	MANU	Schedule of Non-Owned Disposal Sites
004	MANU	Schedule of Insured Contract(s)
005	PF-13294a (08/03)	Schedule of Known Conditions
006	XS-1U96d (03/02)	Service of Suit Endorsement
007	MANU	New Jersey Changes – Cancellation and Nonrenewal Endorsement
008	MANU	Additional Insured(s) – Coverages A-F Endorsement
009	MANU	Additional Insured – Coverages G and H Endorsement
010	CC-1K11d (02/05)	Signatures Endorsement
NA	Exhibit A	Remediation Agreement
NA	Exhibit B	Settlement Agreement
NA	Exhibit C	Form of Trust Agreement
NA	Exhibit D	Weston Payment Schedule
NA	Exhibit E	HATCO Remediation Cost Summary
NA	Exhibit F	GRACE HATCO Known Conditions Document List

IN WITNESS WHEREOF, the Insurer has caused this Policy to be countersigned by a duly authorized representative of the Insurer.



DATE: June 6, 2005
MO/DAY/YR

AUTHORIZED REPRESENTATIVE



RECAPP - Remediation Expense Containment and Premises Pollution Liability Insurance Policy

This Policy is issued by the stock insurance company listed above (herein called "the Insurer").

THIS IS A CLAIMS MADE POLICY WHICH COVERS ONLY CLAIMS FIRST MADE AGAINST THE INSURED AND REPORTED TO THE INSURER, IN WRITING, DURING THE POLICY PERIOD. PLEASE READ THIS POLICY CAREFULLY. SOME OF THE PROVISIONS CONTAINED IN THIS POLICY RESTRICT COVERAGE, SPECIFY WHAT IS AND IS NOT COVERED AND DESIGNATE RIGHTS AND DUTIES. LEGAL DEFENSE EXPENSES UNDER SECTION I. INSURING AGREEMENTS A. THROUGH F. ARE SUBJECT TO ANY APPLICABLE SELF-INSURED RETENTION AND, ONCE THE APPLICABLE SELF-INSURED RETENTION, IF ANY, IS SATISFIED WILL ERODE THE LIMITS OF LIABILITY.

Throughout this Policy the words "the Insurer" shall refer to the company providing this insurance. Other words and phrases that appear in quotation marks have special meanings and are defined in Section IV. - Definitions.

In consideration of the payment of the Premium and in reliance upon all statements made in the Application including the information furnished in connection therewith, and subject to all terms, definitions, conditions, exclusions and limitations of this Policy, the Insurer agrees to provide insurance coverage to the "insured" as described herein.

I. INSURING AGREEMENTS

The Insurer agrees to pay to or on behalf of (as applicable) the "insured" (any such payment to erode the Policy Aggregate Limit shown in Item 5.a. of the Declarations and any applicable sublimits) for Coverage(s) Provided, as identified in Item 3. of the Declarations for:

- A. "Remediation costs" in excess of any "self-insured retention" amount listed in the Declarations arising out of "pollution conditions" on, at, under, or migrated or migrating from the "covered location(s)" listed in the Declarations, where such "pollution conditions" are first discovered during the "policy period", are not previously included under or previously the subject of the work to be performed pursuant to the "remediation plan" or any "revised remediation plan", and are reported to the Insurer, in writing, during the "policy period" or any applicable "extended reporting period".
- B. "Remediation costs" in excess of any "self-insured retention" amount listed in the Declarations arising out of "pollution conditions" on, at, under, or migrated or migrating from the "covered location(s)" listed in the Declarations, where such "remediation costs" result from a "claim" first made or "government action" first commenced against the "insured" during the "policy period" and reported to the Insurer, in writing, during the "policy period" or any applicable "extended reporting period".
- C. All sums that the "insured" becomes legally obligated to pay in excess of any "self-insured retention" amount listed in the Declarations as a result of a "claim" or "government action" for "bodily injury" or "property damage" arising out of "pollution conditions" on, at, under, or migrated or migrating from the "covered location(s)" listed in the Declarations, where such "claim" is first made or "government action" is first commenced against the "insured" during the "policy period" and reported to the Insurer, in writing, during the "policy period" or any applicable "extended reporting period".
- D. All sums that the "insured" becomes legally obligated to pay in excess of any "self-insured retention" amount listed in the Declarations as a result of a "claim" or "government action" for "bodily injury", "property damage" or "remediation costs" arising out of "pollution conditions" caused by the "insured's" waste or products during the course of "transportation", where such "claim" is first made or "government action" is first commenced against the "insured" during the "policy period" and reported to the Insurer, in writing, during the "policy period" or any applicable "extended reporting period".
- E. All sums that the "insured" becomes legally obligated to pay in excess of any "self-insured retention" amount listed in the Declarations as a result of a "claim" or "government action" for "bodily injury", "property damage" or "remediation costs" arising out of "pollution conditions" migrating from a "non-owned disposal site", provided and to the extent such "pollution conditions" were caused by the disposal by the "insured" of waste from the "covered location" at the "non-

owned disposal site" and only where such "claim" is first made or "government action" is first commenced against the "insured" during the "policy period" and reported to the Insurer, in writing, during the "policy period" or any applicable "extended reporting period".

- F. "Legal defense expense" in excess of any "self-insured retention" amount listed in the Declarations arising from a "claim" or "government action" to which coverage under Insuring Agreement B., C., D. or E. above applies.
- G. "Remediation costs" for work performed by the "approved contractor" and incurred during the "policy period" in accordance with the clean-up methods and standards specified in the "remediation plan" and in accordance with the "remediation project update" to remediate "pollution conditions" that are the subject of the work to be performed pursuant to the "remediation plan". For this coverage to apply, at the end of each calendar month during the "policy period", the "named insured" must provide a detailed written "remediation project update" consistent with the format, substance and schedule established in the Remediation Project Update Schedule attached to this Policy by endorsement.
- H. "Remediation costs" for work performed by the "approved contractor" and incurred during the "policy period" in accordance with the clean-up methods and standards specified in a "revised remediation plan" to remediate "pollution conditions" that are the subject of the work to be performed pursuant to the "remediation plan". For this coverage to apply:
 - 1. The "named insured" must submit a written request to the Insurer, during the "policy period", for approval of a change to the clean-up methods or standards at least thirty days prior to the effective implementation of such "revised remediation plan"; and
 - 2. The "revised remediation plan" shall not be implemented unless the Insurer, in its sole and absolute discretion, has given its written approval to such "revised remediation plan" in a form of an endorsement to this policy; provided, however, that such approval will not be withheld for any change that is required by any governmental entity with the authority to enforce such requirement or for any change that could not have a detrimental financial impact on the Insurer; and
 - 3. At the end of each calendar month during the "policy period", the "named insured" must provide a detailed written "remediation project update" consistent with the format, substance and schedule established in the Remediation Project Update Schedule attached to this Policy by endorsement.

II. LIMITS OF LIABILITY AND SELF-INSURED RETENTION

A. Self-Insured Retention

1. Section I. A. through F.

It is expressly agreed that liability for any covered "claim(s)", "government action(s)", or "remediation costs", and related or associated "legal defense expense(s)" under Section I. A. through F., as applicable, shall attach to the Insurer only after the "insured" shall have paid, in the applicable legal currency, the full amount of the applicable "self-insured retention" amount shown in Item 6.a. of the Declarations. A single "self-insured retention" shall apply to all "claim(s)", "government action(s)" or "remediation costs", including any related or associated "legal defense expense", arising from the same, continuous, repeated or related "pollution condition".

Under no circumstances shall the Insurer be liable to pay any amount within the "self-insured retention".

B. Limits of Liability

1. Applicable to Section I. A. through H.:

The Policy Aggregate Limit shown in Item 5.a. of the Declarations shall be the maximum liability of the Insurer under this Policy for Coverage(s) provided under Section I. A. through H.

2. Applicable to Section I. A. through F.:

Subject to Paragraph 1. above, the Limit shown in Item 5.b.(2) of the Declarations shall be the maximum liability of the Insurer under this Policy for Coverage(s) provided under Section I.A. through F. Subject to Paragraph 1. above, the Limit shown in Item 5.d. of the Declarations shall be the maximum liability of the Insurer under this Policy for coverage of "natural resource damages" provided under Section I.A. through F.

III. DEFENSE AND SETTLEMENT

- A. With respect to Coverage(s) provided under Section I. A. through E., the Insurer will have the right and the duty to defend the "insured" against a "claim" or "government action" to which this insurance applies. However, such duty to defend ends once the Limits of Liability are exhausted or are tendered into a court of applicable jurisdiction, or once the "insured" refuses a settlement offer as provided in Paragraph D. below.
- B. The Insurer will have the right, but not the duty, to select legal counsel for the investigation, adjustment, and defense of any "claim(s)" or "government action(s)" covered under this Policy, which will not be done without the consent of the "insured", which consent will not be unreasonably conditioned, delayed or withheld.
- C. "Legal defense expense" is subject to any "self-insured retention" shown in Item 6.a. of the Declarations and, once the applicable "self-insured retention", if any, is satisfied, will erode the Limits of Liability shown in Item 5. of the Declarations.
- D. The Insurer will present all settlement offers to the "insured". The "insured" may accept settlement offers only in accordance with the terms and conditions of Section VI.D. of this Policy. If the Insurer recommends a settlement which is acceptable to a claimant, exceeds any applicable "self-insured retention", and is within the Limits of Liability, and the "insured" refuses to consent to such settlement offer, then the Insurer's duty to defend shall end. The "insured" shall defend such "claim" or "government action" independently. The Insurer's liability shall not exceed the amount for which the "claim" or "government action" could have been settled if the Insurer's recommendation had been accepted, exclusive of the "self-insured retention".
- E. In the event an "insured" elects not to appeal a judgment in excess of any applicable "self-insured retention", the Insurer may elect to appeal such judgment. In the event the Insurer appeals a judgment and each "insured" subject to such judgment had notified the Insurer in writing at least ten business days prior to the deadline for filing such appeal that (i) it objects to the filing of an appeal and (ii) the Insurer's appeal shall be subject to the terms of this Section III.E., the Insurer's liability under the Policy to such "insureds" with respect to the claim(s) subject to such judgment shall not be limited by the amount and terms set forth in Sections I.A. through F. and the limits of liability relating thereto, and all interest, excess judgment and legal defense expenses incurred in such appeal shall be borne by the Insurer and shall be in addition to the limits of this Policy, but the limits of liability under this Policy shall be permanently reduced by the amount of the original judgment and any reduction in the amount of the original judgment as a result of such appeal shall not reinstate or replenish the limits of liability. The notice required in the preceding sentence shall be sent to the Insurer at the addresses shown in Item 9.a. and 9.b. of the Declarations, with a copy sent to the Office of General Counsel, ACE USA, 1601 Chestnut Street, Philadelphia, PA 19103, or such other address or addresses as the Insurer may specify in writing.

IV. DEFINITIONS

- A. "Approved contractor" means only those contractors specifically designated to perform the "remediation plan" as identified in the Remediation Plan Schedule attached to this Policy by endorsement or as otherwise retained pursuant to Section VIII.Q. of this Policy.
- B. "Bodily injury" means physical injury, illness, disease, mental anguish, or emotional distress, sustained by any person, including death resulting therefrom.
- C. "Claim" means the assertion of a legal right, including but not limited to, correspondence, notices, suits or other actions alleging responsibility or liability on the part of the "insured" arising out of "pollution conditions" to which this insurance applies.
- D. "Covered location" means any location(s) specifically listed in Item 10. of the Declarations.
- E. "Emergency response" means actions taken, and reasonable "remediation costs" incurred by the "insured" to abate and/or respond to an imminent and substantial threat to human health or the environment arising from a "pollution condition".
- F. "Environmental laws" means any federal, state, county, municipal or other local laws, statutes, ordinances, regulations, and all amendments thereto, including state voluntary cleanup or risk-based corrective action guidance, governing the liability of the "insured" with respect to "pollution conditions".

- G. "Extended reporting period" means the additional period of time after the end of the "policy period", as provided in Section VII., in which to report a "claim" first made or "government action" first commenced against the "insured" during the "policy period" or "pollution condition" first discovered during the "policy period", arising from a "pollution condition(s)" to which this insurance applies.
- J. "Government action" means written demands made, action taken or liability imposed by any federal, state, county, municipal or other local government agency or body acting under the authority of "environmental laws".
- K. "Hostile acts" means:
1. Use or threat of force or violence; or
 2. The commission of or threat to commit a dangerous act; or
 3. Commission or threat of an act that interferes with or disrupts an electronic, communication, information, or mechanical system; or
 4. Intimidation or coercion of a government or the civilian population or any segment thereof, or the disruption of the economy, or any segment of the economy; or
 5. The release of pathogenic or poisonous biological or chemical materials, if such release was intentionally caused.
- L. "Insured" means the "named insured", any additional "insured" specifically endorsed onto this Policy, which shall include any future owner of the "covered location" or the facilities located at the "covered location", any current or future parent or subsidiary companies of an "insured" who is a party to the "remediation agreement", and any past or present director, officer, partner, or employee thereof while acting within the scope of his or her duties as such.
- M. "Interest credit" means the amount calculated as of the end of each calendar quarter while this Policy is in effect, and equal to the product of (x) times (y), where (x) and (y) equal the following:
- (x) is equal to the "notional experience credit" as of the end of prior calendar quarter (for the first calculation, (x) is equal to the Initial Notional Experience Credit Amount shown in Item 13 of the Declarations), less all payments made by the Insurer under Section I. G. or H. of this Policy after the end of such calendar quarter; and
- (y) is equal to $((1+r)^{.25})-1$ (for the first calculation, (y) is equal to $((1+r)^{((\text{number of days between June 30, 2005 and the first day of the "policy period"})/365)-1})$; where
- (r) is equal to the Treasury constant maturities 1-year rate prevailing at the close of business on the first day of the "policy period" for the calculations as of the end of each calendar quarter in 2005 and thereafter prevailing at the close of business on the December 31st immediately prior to the current calendar quarter ending, as shown in the Federal Reserve statistical release H.15 entitled "Selected Interest Rates" (or if there is no such rate shown on the first day of the "policy period" or such December 31st, as the case may be, the immediately prior business day on which such rate is shown), subject to a maximum crediting rate equal to the percentage shown in Item 12 of the Declarations.
- N. "Legal defense expense" means reasonable legal costs, charges, and expenses, including expert charges, incurred by the "insured" in the investigation, adjustment, or defense of "claims" or "government actions".
- O. "Named insured" means the person or entity shown in Item 1. of the Declarations.
- P. "Natural resource damages" means damages for, injury to, destruction of, or loss of fish, wildlife, biota, land, air, water, groundwater, drinking water supplies, and other similar resources belonging to, managed by, held in trust by, appertaining to, or otherwise controlled by the United States, any state or local government, any foreign government, or any Indian Tribe, including the reasonable costs of assessing such injury, destruction or loss resulting therefrom, including but not limited to, those described in or provided for by the New Jersey Spill Compensation and Control Act N.J.S.A. 58:10-23.11 *et. seq.*, as well as any and all amendments thereto or other laws or regulations enacted in the future.

- Q. "Non-owned disposal site" means a site not owned or operated by the "insured" and in which the "insured" maintains no interest, which receives or has received the "insured's" waste, and is specifically listed on the Schedule of Non-Owned Disposal Sites attached to this Policy.
- R. "Notional experience credit" means the greater of zero and an amount equal to:
- (A) The "notional experience credit" as of the prior calendar quarter end (or, for the first calculation in 2005, the Initial Notional Experience Credit Amount shown in Item 13 of the Declarations), less
 - (B) All payments made by the Insurer under Section I. G. and H. of this Policy since the prior calendar quarter end, plus
 - (C) The "interest credit".
- S. "Policy period" means the period shown in Item 2. of the Declarations, or any shorter period resulting from the cancellation of this Policy.
- T. "Pollution condition" means the presence, discovery, discharge, dispersal, release, escape, migration, or seepage of any solid, liquid, gaseous or thermal irritant including smoke, soot, vapors, fumes, acids, alkalis, chemicals, hazardous substances, hazardous materials, or waste materials, on, in, into, or upon land and structures thereupon, the atmosphere, surface water or groundwater.
- U. "Property damage" means:
1. Physical injury to tangible property, including all resulting loss of use of that property;
 2. Loss of use of tangible property that is not physically injured;
 3. Diminished value of property owned by third parties;
 4. Nuisance, trespass, wrongful eviction or wrongful entry affecting tangible property and caused by the "pollution conditions"; or
 5. "Natural resource damages".
- V. "Remediation agreement" means that agreement attached to this Policy as Exhibit A.
- W. "Remediation costs" means reasonable expenses incurred to investigate, quantify, monitor, abate, remove, dispose, treat, neutralize, or immobilize "pollution conditions", including expenses to address the Investigation and Remediation Liability as defined in and required by the "remediation agreement" and the incorporated Administrative Consent Order and Remedial Action Work Plan, to the extent required by "environmental law". "Remediation costs" shall also include:
1. Reasonable legal costs, where such costs have been incurred with the written consent of the Insurer, which consent shall not be unreasonably withheld, conditioned or delayed; and
 2. "Replacement costs".
- X. "Remediation plan" means that work that is the subject of the Remediation Plan Schedule attached to this Policy by endorsement.
- Y. "Remediation project update" means a written document prepared by or on behalf of the "named insured", in accordance with the schedule put forth in the Remediation Project Update Schedule attached to this Policy, outlining in detail the status of all activities contemplated in the "remediation plan" and in the "revised remediation plan", if any, and setting forth the "remediation costs" that have accrued.
- Z. "Replacement costs" means those expenses necessarily incurred by the "insured" to repair or replace real property or physical improvements thereto, damaged during the course of responding to a "pollution condition" without deduction for depreciation. "Replacement costs" do not include costs associated with improvements or betterments.
- AA. "Responsible insured" means any employee of the "named insured" responsible for environmental affairs, control, or compliance at a "covered location", or any officer, director, or partner of the "named insured".
- BB. "Revised remediation plan" means that work that is the subject of a Revised Remediation Plan Schedule attached to this Policy by endorsement.

- CC. "Settlement Agreement" means that agreement attached to this Policy as Exhibit B.
- DD. "Self-insured retention" means, with respect to Coverage(s) provided under Section I. A. through F., the amount shown in Item 6.a. of the Declarations.
- EE. "Transportation" means the movement of the "insured's" waste or products from the "covered location(s)" by automobile, aircraft, watercraft, or other conveyance to a location beyond the boundaries of the "covered location(s)" by a person or entity, other than the "insured", engaged in the business of transporting property for hire, until such time as the waste or product arrives at the boundaries of its final destination.
- FF. "Underground storage tank" means any tank and associated piping and appurtenances connected thereto which tank has more than 10% of its volume below ground.
- GG. "War" means:
1. "War", including undeclared or civil war; or
 2. Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
 3. Insurrection, rebellion, revolution, usurped power, or action taken by governmental authority in hindering or defending against any of these.

V. EXCLUSIONS

- A. In no event will the Insurer be liable for or obligated to pay, under this Policy or otherwise, any amount arising out of or relating to any fraud, such as can be proven in a court of law, on the part of an "insured".
- B. This insurance does not apply to "claim(s)", "governmental actions", "remediation costs", or "legal defense expense(s)", in any way based upon, arising out of, related to or resulting from:

1. Contractual Liability

Liability of others assumed by the "insured" through contract or agreement, except if the liability would have attached to the "insured" in the absence of such contract or agreement. This exclusion does not apply to those contracts listed in the Schedule of Insured Contracts attached to this Policy, if any, but does apply to amendments and modifications of such contracts unless approved in writing by the Insurer, except if the liability would have attached to the "insured" in the absence of such amendment or modification.

2. Fines and Penalties

Payment of fines, penalties, punitive, exemplary or multiplied damages, or injunctive relief based upon or arising out of any "insured's" knowing, willful or deliberate noncompliance with any statute, regulation, ordinance or administrative complaint. This exclusion also applies to any legal costs, charge or expense associated with such fines and penalties.

3. First Party Property Damage

"Property damage" to real or personal property owned, leased, loaned, or rented to the "insured", or otherwise in the care, custody, or control of the "insured". This exclusion does not apply to "replacement costs" or "remediation costs" or "natural resource damages".

4. Insured's Internal Expenses

Expenses incurred by the "insured" for services performed by the salaried staff and any employees of the "insured" except that this exclusion shall not apply to (i) "remediation costs" for work performed by the "named insured"; (ii) costs, charges or expenses incurred in an "emergency response"; or (iii) costs, charges or expenses incurred with the prior written approval of the Insurer.

5. Naturally Occurring Materials

The presence or required removal of naturally occurring materials, except in those circumstances where removal of such materials is part of the "remediation plan" or "revised remediation plan" or such substances are present at the "covered location" in concentrations in excess of their natural concentration.

6. Nuclear Hazard

a. "Bodily injury" or "property damage":

- (1)** With respect to which the "insured" under the Policy is also an "insured" under a nuclear energy liability policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, or Nuclear Insurance Association of Canada, or would be an "insured" under any such policy but for its termination upon exhaustion of its limits of liability; or
- (2)** Resulting from the hazardous properties of nuclear material and with respect to which:
 - (a)** Any person or organization is required to maintain financial protection pursuant to the Atomic Energy Act of 1954, or any law amendatory thereof, or
 - (b)** The "insured" is, or had this policy not been issued would be, entitled to indemnity from the United States of America, or any agency thereof, under any agreement entered into by the United States of America, or any agency thereof, with any person or organization.

b. The hazardous properties of nuclear material, if:

- (1)** The nuclear material
 - (a)** Is at any nuclear facility owned by, or operated by or on behalf of the "insured"; or
 - (b)** Has been discharged or dispersed therefrom;
- (2)** The nuclear material is contained in spent fuel or waste at any time possessed, handled, used, processed, stored, transported or disposed of by or on behalf of the "insured"; or
- (3)** The "bodily injury" or "property damage" arises out of the furnishing by the "insured" of services, materials, parts or equipment in connection with the planning, construction, maintenance, operation or use of any nuclear facility, located within the United States of America, its territories or possessions or Canada.

As used in this exclusion:

- (1)** Hazardous properties include radioactive, toxic, or explosive properties.
- (2)** Nuclear material means source material, special nuclear material, or byproduct material.
- (3)** Source material, special nuclear material, and byproduct material have the meanings given them in the Atomic Energy Act of 1954 or in any law amendatory thereof.
- (4)** Spent fuel means any fuel element or fuel component, solid or liquid, which has been used or exposed to radiation in a nuclear reactor.
- (5)** Waste means any waste material:
 - (a)** Containing byproduct material other than the tailings or wastes produced by the extraction or concentration of uranium or thorium from any ore processed primarily for its source material content; and
 - (b)** Resulting from the operation by any person or organization of any nuclear facility included under the first two paragraphs of the definition of nuclear facility;
- (6)** Nuclear facility means:
 - (a)** Any nuclear reactor;
 - (b)** Any equipment or device designed or used for
 - (i)** Separating the isotopes of uranium or plutonium;
 - (ii)** Processing or utilizing spent fuel; or
 - (iii)** Handling, processing or packaging waste;

- (c) Any equipment or device used for the processing, fabricating or alloying of special nuclear material if at any time the total amount of such material in the custody of the "insured" at the premises where such equipment or device is located consists of or contains more than 25 grams of plutonium or uranium 233 or any combination thereof, or more than 250 grams of uranium 235;
 - (d) Any structure, basin, excavation, premises, or place prepared or used for the storage or disposal of waste;
 - (e) The site on which any of the foregoing is located, all operations conducted on such site and all premises used for such operations.
- (7) Nuclear reactor means any apparatus designed or used to sustain nuclear fission in a self-supporting chain reaction or to contain a critical mass of fissionable material.
- (8) "Property damage" includes all forms of radioactive contamination of property.
7. War or Hostile Acts
- "Bodily injury" or "property damage" based upon, arising out of, or attributable to, whether directly or indirectly, any acts that involve, or that involve preparation for, "war" or "hostile acts" regardless of any other cause or event that contributes concurrently in any sequence to the injury or damage.
8. Vehicles
- "Pollution conditions" resulting from the use, maintenance or operation, including loading or unloading, of an automobile, aircraft, watercraft, or other conveyance beyond the boundaries of the "covered location(s)". This exclusion does not apply to Section I. D.
9. Lead Based Paint and Asbestos
- Lead based paint, asbestos, or asbestos containing materials installed or applied in, on or to any building or any structure. This exclusion does not apply to "claims" for "bodily injury" or "property damage", or to "remediation costs" for the remediation of soil or groundwater.
10. Excluded Work
- Costs specified in or associated with the sections of the "remediation plan" identified at SOV No. 1, No. 7.d. and No. 8.e. on the Weston Payment Schedule attached to this Policy.
11. Prior Expenses
- Any costs or expenses incurred by an "insured" prior to the inception of the Policy.
12. State Surcharges
- State surcharges or assessments including the Remediation Funding Source Surcharge under N.J.A.C. 7:26C, Subchapter 7.
13. Brokerage Fees
- Brokerage fees, costs, charges and expenses.
14. Employers Liability
- "Bodily injury" to:
- a. Any employee of an "insured" or its parent, subsidiary or affiliate
 - (1) Arising out of and in the course of employment by the "insured" or its parent, subsidiary or affiliate; or
 - (2) Performing duties related to the conduct of the "insured's" business.
 - b. The spouse, child, parent, brother or sister of such employee as a consequence of Paragraph 14.a. above.
- This exclusion applies:
- (1) Whether the "insured" may be liable as an employer or in any other capacity; and

- (2) To any obligation to share damages with or repay someone else who must pay damages because of such "bodily injury".

15. Intentional Non-Compliance

The intentional disregard of or knowing, willful or deliberate non-compliance with any statute, regulation, ordinance, administrative complaint, notice of violation, notice letter, executive order or instruction of any governmental agency or body, or executive, judicial or administrative order by any "insured", "responsible insured", or "approved contractor". However, to the extent insurable under applicable law, this exclusion does not apply to non-compliance to the extent, and only to the extent, that it first commenced prior to November 4, 2002.

16. Known Conditions

"Pollution conditions" in existence prior to the "policy period" and reported to a "responsible insured" prior to the inception of the "policy period", but not identified in any document referenced in the Schedule of Known Conditions attached to this Policy.

17. Underground Storage Tanks

"Pollution conditions" emanating from an "underground storage tank", the presence of which "underground storage tank" was known to a "responsible insured" prior to the "policy period", and which "underground storage tank" is not individually identified in any document referenced in the Schedule of Known Conditions attached to this Policy.

18. Material Change in Use

Any change in the property use at a "covered location" during the "policy period" from the use at the inception date of this Policy that violates the deed notice set forth and incorporated into the "remediation agreement" and that results in a materially increased likelihood of "claims", "government actions" or "pollution conditions", unless the Insurer consents in writing to such change in use prior to the change. Any change of use at a "covered location" that results in more stringent remediation standards than those imposed on the "covered location" as of the inception of this Policy shall be considered to result in a materially increased likelihood of "claims", "government actions" or "pollution conditions".

- C. Solely with respect to coverages under Sections I.G. and H., this insurance does not apply to "remediation costs" in any way based upon, arising out of, related to or resulting from:

1. Approved Contractor Termination or License Suspension

The termination of a contract for services with an "approved contractor" or a subcontractor of an "approved contractor", when such termination is due to:

- a. Termination without the written consent of the Insurer; or
- b. The suspension, lapse, or cancellation of any license, permit or contract of an "approved contractor" performing work pursuant to the execution of an approved "remediation plan" or "revised remediation plan", if any, but only if such suspension, lapse or cancellation resulted directly or indirectly from some act or failure to act by the "approved contractor".

2. Changes to the "remediation plan"

Any changes to the "remediation plan" or "revised remediation plan", if any, which were not approved in writing, by the Insurer, prior to implementation. This exclusion does not apply to "emergency response" costs, where the "insured" shall notify the Insurer of such a circumstance as soon as possible.

3. Faulty Workmanship

The faulty workmanship of any "approved contractors" or any of their subcontractors.

4. Negligent Acts, Errors, or Omissions

The negligent acts, errors, and/or omissions of any "approved contractor" or any of their subcontractors.

5. Delays

Any unreasonable delays in the performance of work under the "remediation plan" or a "revised remediation plan", if any, if such delay is within the direct control of any "insured", "approved contractor" or subcontractor.

6. Bankruptcy

The bankruptcy, default or insolvency of the "named insured" or any other person or organization involved in the performance of work under the "remediation plan" or a "revised remediation plan", if any.

7. Strikes

Any labor disputes, including but not limited to strikes.

8. Misrepresentations

"Remediation costs" in excess of those estimated in the "remediation plan" or a "revised remediation plan", if any, if the "named insured" intentionally misrepresented the estimated "remediation costs" for, or the work involved in performing, the "remediation plan" or a "revised remediation plan", if any.

- D.** It is the intent that each of the foregoing exclusions apply to all "insureds" under all circumstances, regardless of the "insured", "responsible insured", "approved contractor" or other person whose act, omission, knowledge or condition resulted in the application of the exclusion.

VI. REPORTING AND COOPERATION

- A.** The "insured" must provide or cause to be provided to the Insurer prompt written notice, at the address specified in Item 9.a. of the Declarations, of any "government action", "claim", "pollution condition" or any other circumstance (i) which may lead to "remediation costs" in excess of those estimated in the "remediation plan" or any "revised remediation plan" or (ii) for which the "insured" may seek coverage under any of Sections I. A. through F. Notice should include reasonably detailed information as to:

1. The identity of the "insured";
2. The "covered location";
3. The nature of the "government action", "claim", "pollution condition" or circumstance; and
4. Any steps undertaken by the "insured" to respond to the "government action", "claim", "pollution condition" or circumstance.

In the event of a "pollution condition", the "insured" must also take all reasonable measures to provide immediate oral notice to the Insurer.

- B.** With respect to coverage provided under Section I.H., if applicable, in the event the "insured" notifies the Insurer of any circumstance which may lead to any change in the clean-up methods or standards specified in the "remediation plan", the "named insured" shall work in cooperation with the Insurer to develop a "revised remediation plan". Except in the event of an "emergency response", any costs incurred by the "insured" related to a clean-up method or standard, other than as specified in the original "remediation plan" or incorporated into a "revised remediation plan" will not be afforded coverage.

- C.** The "insured" must:

1. Immediately send the Insurer copies of any demands, notices, summonses or legal papers received in connection with any "claim" or "government action";
2. Authorize the Insurer to obtain records and other information;
3. Cooperate with the Insurer in the investigation, settlement or defense of any "claim" or "government action";
4. Assist the Insurer, upon the Insurer's request, in the enforcement of any right against any person or organization which may be liable to the "insured" because of injury or damage to which this Policy may also apply; and
5. Provide the Insurer with such information and cooperate as it may reasonably require.

- D. No "insured(s)" shall make or authorize an admission of liability or attempt to settle or otherwise dispose of any "claim" or "government action" without the express prior written consent of the Insurer, except an "insured" may accept an offer to settle a "claim" or "government action" without the express prior written consent of the Insurer if (i) the "insured's" liability or obligation in connection with such settlement or other disposition is wholly within the "self-insured retention" and (ii) the "insured" does not make or authorize an admission of liability in connection with such settlement. Under no circumstances shall the "insured" make any settlement offer or proposal without the Insurer's prior written consent. Nor shall the "insured" incur any "remediation costs" without the express prior written consent of the Insurer, except in the event of an "emergency response".
- E. Upon the discovery of a "pollution condition", the "insured" shall make every attempt to mitigate any loss and comply with applicable "environmental laws" and retain qualified contractors or consultants. The Insurer shall have an opportunity to participate in the selection, retention, and oversight of such contractors or consultants. The Insurer shall have the right, but not the duty, to mitigate such "pollution conditions" if, in the sole judgment of the Insurer, the "insured" fails to take reasonable steps to do so. The Insurer's participation, if any, in the selection, retention or oversight of contractors or consultants or mitigation, if any, of "pollution conditions" shall not expand, contract or otherwise modify the terms, conditions, limitations and exclusions under this Policy or create any liability on behalf of the Insurer under "environmental laws". Any "remediation costs" incurred by the Insurer shall be deemed incurred by the "insured", and shall be subject to the "self-insured retention" and Limits of Liability listed in the Declarations.
- F. With respect to coverage under Section I. G. or H., the "insured" shall use reasonable and prudent efforts to perform the remediation and incur costs in connection therewith in accordance with all the terms of the "remediation plan" and the "revised remediation plan", if any.
- G. The "approved contractor" shall make requests for payment of "remediation costs" by providing the Insurer a written invoice for such "remediation costs" together with its "remediation project update". The "approved contractor" shall also provide the Insurer additional supporting documentation and information as evidence of the incurrence of a "remediation costs" under this Policy as may be reasonably requested by the Insurer. The Insurer will pay all undisputed "remediation costs" within 30 calendar days of its receipt of the invoice, "remediation project update" and all supporting documentation reasonably requested by the Insurer. The Insurer will promptly notify the "approved contractor" of any dispute with respect to a "remediation cost."

VII. EXTENDED REPORTING PERIOD

This Section VII. shall only apply with respect to coverages provided under Sections I.A. through F.

- A. Subject to the terms of this Section VII., the "insured" shall be entitled to a basic "extended reporting period", and the "named insured" or any additional "insured" specifically endorsed onto this Policy may purchase an optional supplemental "extended reporting period", following cancellation, as described in Paragraph A. of Section VIII. General Conditions, or nonrenewal.
- B. "Extended reporting periods" shall not reinstate or increase any of the Limits of Liability. "Extended reporting periods" shall not extend the "policy period" or change the scope of coverage provided. A "claim", "government action" or "pollution condition" first reported to the Insurer within the basic "extended reporting period" or supplemental "extended reporting period", whichever is applicable, will be deemed to have been reported on the last day of the "policy period".
- C. Provided the "insured" has not purchased any other insurance to replace this insurance, the "insured" shall have a sixty (60) day basic "extended reporting period" without additional charge.
- D. The "named insured" and any additional "insured" specifically endorsed onto this Policy shall be entitled to purchase a supplemental "extended reporting period" of up to thirty-four (34) months for an amount of additional Premium determined by the Insurer, but not more than 200% of the full Policy Premium stated in Item 8. of the Declarations. Such supplemental "extended reporting period" starts when the basic "extended reporting period" ends. The Insurer will issue an endorsement providing a supplemental "extended reporting period" provided that the "named insured" or any additional "insured" specifically endorsed onto this policy:
 - 1. Makes a written request, to the address shown in Item 9.b. of the Declarations, for such endorsement which the Insurer receives prior to the expiration of the "policy period"; and

2. Pays the additional Premium when due. If that additional Premium is paid when due, the supplemental "extended reporting period" may not be cancelled, provided that all other terms and conditions of the Policy are met.

VIII. GENERAL CONDITIONS

A. Cancellation

1. This Policy may be cancelled by the "named insured" only with the unanimous written consent of the additional "insureds" who are specifically endorsed onto this Policy and are parties to the "remediation agreement" (or their successors) on any anniversary of the effective date of this Policy on or after the fifth anniversary of such effective date by mailing to the Insurer, at the address listed in Item 9.b. of the Declarations, written notice at least 90 days prior to the date when such cancellation shall be effective. Upon cancellation by the "named insured", the Insurer shall pay the "named insured" the amount of the "notional experience credit" as of the date such cancellation is effective, provided the Insurer has received satisfactory (in the Insurer's sole and absolute discretion) written confirmation from the "named insured" (and all applicable regulatory authorities and agencies) to the effect that the Insurer has been released from any and all past, present and future liability under this Policy and satisfactory (in the Insurer's sole and absolute discretion) indemnification from the "named insured" with respect to claims under the Policy, including but not limited to claims by any person seeking payment, coverage or defense under the Policy.
2. This Policy may be cancelled by the Insurer only for the following reasons:
 - a. Non-payment of Premium; or
 - b. Fraud on the part of any "insured" which materially affects the insurability of the risk, such as can be proven in a court of law,

by mailing to all "insureds" party to the "remediation agreement" at their last known address, written notice stating when not less than sixty (60) days thereafter, or fifteen (15) days if cancellation is for non-payment of any unpaid portion of the Premium, such cancellation shall be effective. The mailing of notice shall be sufficient proof of notice. The "policy period" shall end at the effective date and hour of cancellation stated in the notice. Upon cancellation by the Insurer, the Insurer shall pay the "named insured" the amount of the "notional experience credit" as of the date of such termination, provided the Insurer has received satisfactory (in the Insurer's sole and absolute discretion) written confirmation from the "named insured" (and all applicable regulatory authorities and agencies) to the effect that the Insurer has been released from any and all past, present and future liability under this Policy and satisfactory (in the Insurer's sole and absolute discretion) indemnification from the "named insured" with respect to claims under the Policy, including but not limited to claims by any person seeking payment, coverage or defense under the Policy.

B. Release of Funds

Except as set forth in Section VIII.Q., the Insurer agrees, upon the written request of the "named insured", and subject to the terms and conditions of this Policy, to release the "notional experience credit" to the "named insured" or its designee once the remediation (other than operation and maintenance of the engineering and institutional controls) of the "covered location" is completed to the full and final satisfaction of the NJDEP as confirmed in writing by NJDEP. Any such release shall be subject to receipt by the Insurer of a release and indemnification from the "named insured" from any and all further liability under Section I. G. or H. of this Policy in a form acceptable to the Insurer in its sole and absolute discretion.

C. Financial Strength

If the Insurer's Standard and Poor's Insurance Financial Strength Rating is reduced below A- or the Insurer's Moody's Insurer Financial Strength Rating is reduced below A3 during the "policy period", the Insurer will within 15 days of such reduction transfer assets in an amount equal to the then "notional experience credit", if any, to a trustee (to be mutually acceptable to the "named insured" and the Insurer) acting on behalf of the Insurer (as grantor of such trust) under the terms of a trust agreement in the form attached hereto as Exhibit C; provided, however, that if after such transfer the Insurer's Standard and Poor's Insurance Financial Strength Rating is A- or better and the Insurer's Moody's Insurer Financial Strength Rating is A3 or better, the trust will be terminated within 15 days of such increase and all assets within the trust shall be transferred to the Insurer. If injunctive or other equitable relief is sought to require the Insurer's cooperation in connection

with the selection of a trustee or the creation of or transfer of assets into a trust as set forth above, the Insurer covenants not to oppose or otherwise object to the acquisition of such relief on the ground that such relief is an inappropriate remedy. The Insurer shall be entitled to withdraw the assets held in the trust account to reimburse the Insurer for or to pay any and all trustee fees, expenses and disbursements, taxes imposed on the Insurer and indemnification obligations of the Insurer relating to the trust account (collectively, "Trust Costs") or to pay itself any amount held in the trust account in excess of the "notional experience credit" or to pay the "notional experience credit" to the owner of the "covered location" in accordance with Section VIII.Q. Any payments made by or from the Insurer or the trust account for Trust Costs (other than taxes imposed on the Insurer relating to the trust account) or for payments of losses under Section I. G. or H. of this Policy shall erode the limit of liability under this Policy. To the extent any assets are withdrawn from the trust account to pay the "notional experience credit" or losses under Section I. G. or H., the Insurer shall be relieved from any obligation to pay such items and to the extent the Insurer pays such items directly, they shall not be payable from the trust account.

D. Inspection and Audit

1. To the extent of an "insured's" ability to provide such access, and with reasonable notice to the "insured", the Insurer shall be permitted, but not obligated, to inspect and sample the "covered location". The "insured" shall have the concurrent right to collect split samples.
2. Neither the Insurer's right to make inspections nor the making thereof nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the "insured" or others, to determine or warrant that such property or operations are safe or in compliance with "environmental law" or any other law.
3. The Insurer may examine and audit each "named insured's" books and records during the "policy period" and extensions thereof and within three (3) years after the final termination of this Policy in connection with a claim made by any "insured" under the Policy.

E. Legal Action Against the Insurer

No person or organization has a right under this Policy:

1. To join the Insurer as a party or otherwise bring the Insurer into a suit against any "insured"; or
2. To sue the Insurer in connection with this insurance unless all of the Policy terms have been fully complied with.

Provided that, a person or organization other than any "insured" may only sue the Insurer to recover on an agreed settlement or on a final judgment against an "insured". However, the Insurer will not be liable for amounts that are not payable under the terms of this Policy or that are in excess of the applicable Limit of Liability. An agreed settlement means a settlement and release of liability signed by the Insurer, the "insured" and the claimant or the claimant's legal representative.

Nothing expressed, implied or referred to in this Policy will be construed to give any person other than the Insurer and the "insured" any legal or equitable right, remedy or claim under or with respect to this Policy or any provision of this Policy.

This paragraph does not prohibit the "insured" from bringing a Declaratory Judgment action in the event that the "insured" and the Insurer dispute the "insured's" rights to coverage or defense under the Policy.

F. Bankruptcy

Bankruptcy or insolvency of the "insured" or of the "insured's" estate shall not relieve the Insurer of any of its obligations hereunder, except as provided under Section V.C.6.

G. Subrogation

1. In the event of any payment under this Policy by the Insurer, the Insurer shall be subrogated to all of the rights of recovery against any person or organization, and the "insured" shall execute and deliver instruments and papers and do whatever else is necessary to secure such rights. The "insured" shall do nothing to prejudice such rights.

2. With respect to Sections I.A. through F. only, if applicable, any recovery as a result of subrogation proceedings arising out of the Insurer's exercise of its rights under this Policy shall be subject to the following priority:
 - a. Costs incurred by the "insured" in excess of the Limit of Liability;
 - b. Costs incurred by the Insurer equal to payments made by the Insurer under the Policy; and
 - c. Costs incurred by the "insured" equal to the "self-insured retention" amount.

H. Representations

By accepting this Policy, each "named insured" agrees that:

1. The statements in the declarations, schedules, and application for this Policy, and all other submissions made by the "named insured" to the Insurer or its agents or representatives in connection with the issuance of this Policy are accurate and complete;
2. Those statements are based upon representations the "named insured" made to the Insurer; and
3. This Policy has been issued in reliance upon the "named insured's" representations.

I. Severability

Except with respect to the Limits of Liability listed in the Declarations, the exclusions in Section V. of this Policy, and any rights or duties specifically assigned to the "named insured" stated in the Declarations, this Policy applies:

1. As if each "insured" were the only "insured";
2. Separately to each "insured" against whom a "claim" is made.

J. Other Insurance

If other valid and collectible insurance is available to the "named insured" covering a loss also covered by this Policy, the insurance afforded by this Policy shall be primary, except in the case of a policy that is specifically written to provide primary coverage to a loss also covered by this Policy, in which case this Policy shall apply in excess of and shall not contribute with such other insurance.

K. Sole Agent

The "named insured" shall serve as the sole agent of the "insured(s)" with respect to the return or payment of any premiums or retained amounts, as well as for any notices required by this Policy except for notices by the Insurer under this Policy regarding assignment of the Policy, change in "approved contractor" and cancellation of the Policy which shall be provided to each "named insured" and each additional "insured" specifically endorsed onto this Policy.

L. Jurisdiction and Venue

It is agreed that in the event of the failure of the Insurer to pay any amount claimed to be due hereunder, the Insurer and the "insured" will submit to the jurisdiction of any court of competent jurisdiction within the State of New Jersey and will comply with all requirements necessary to give such court jurisdiction. Nothing in this clause constitutes or should be understood to constitute a waiver of the Insurer's right to remove an action to a United States District Court.

M. Choice of Law

All matters arising hereunder including questions relating to the validity, interpretation, performance, and enforcement of this Policy shall be determined in accordance with the law and practices of the State of New Jersey.

N. Changes and Assignment

Notice to or knowledge possessed by any person shall not effect waiver or change in any part of this Policy or estop the Insurer from asserting any right under the terms of this Policy. The terms, definitions, conditions, exclusions and limitations of this Policy shall not be waived or changed, and no assignment of any interest under this Policy, whether by merger or otherwise, shall bind the Insurer, except as provided by endorsement and attached to this Policy, signed by the Insurer or its authorized representative. Any assignment of this Policy may be made only with the consent of the Insurer as set forth in an assignment endorsement and, if required by the Insurer, only if the assigning "insured's" rights and obligation under the "remediation agreement" have been assigned to and assumed by the proposed

assignee of this Policy, without revision thereto. The Insurer's consent to an assignment of this Policy shall be subject to the Insurer's underwriting standards and policies.

O. Headings

The descriptions in the headings and sub-headings of this Policy are inserted solely for convenience and do not constitute any part of the terms or conditions hereof.

P. Confidentiality

Any information disclosed by an "insured" to the Insurer or the Insurer's representative shall be treated as confidential by the Insurer. The restrictions in this section shall not apply to any information which is in the public domain at the time when it is provided to Insurer; becomes part of the public domain through no act, omission, or fault of Insurer; is obtained by Insurer from sources other than the "insured"; or is required to be disclosed by law, including, without limitation, pursuant to the terms of a valid subpoena or other similar document. The Insurer shall use its commercially reasonable efforts to preserve and protect the confidentiality of, and where applicable the privilege or protection to such information. Unless an "insured" gives prior written consent or unless compelled by law to disclose such information, the Insurer may not sell or disclose such information to any other person except the Insurer's legal representatives, accountants, or advisors or the Insurer's Reinsurers and their legal representatives, accountants, or advisors; provided, however, the Insurer shall obtain from any such person a written agreement substantially similar to the provisions of this Section to keep all such information confidential. The Insurer may not use such information for any purpose except in connection with the exercise of its rights and obligations under this Policy. The Insurer further agrees to take all appropriate steps, including but not limited to establishing internal protocols among its employees and agents, to assure that the information provided in connection with this Policy remains confidential and is not used by the Insurer internally or by its agents for any purpose unrelated to this Policy.

If the Insurer is required to provide any information disclosed by an "insured" to any other person, the Insurer shall use its commercially reasonable efforts to minimize the amount of information disclosed, taking into consideration the reason for the disclosure. The Insurer shall obtain from any such person a written agreement substantially similar to the provisions of this Section to keep all such information confidential. In the event the Insurer is served with a subpoena or court order compelling the disclosure by the Insurer of such information, the Insurer shall give written notice thereof to the "insured" and allow objections to be made to the disclosure. An "insured" may at its sole option and expense seek a protective order or otherwise resist such attempts to compel disclosure. If a protective order is not entered prior to the date on which such disclosure is required by the subpoena or court order, or if the Insurer will be penalized or censured as a result of failing to disclose, the Insurer may disclose the information required to be disclosed by the subpoena or court order in accordance with the terms thereof.

Notwithstanding the foregoing, the Insurer may use and disclose such information to the extent such disclosure is necessary or appropriate in connection with its prosecution or defense of any legal action (including administrative proceedings) relating to this Policy; however, the Insurer shall provide notice to the "insured" of the Insurer's intent to use and disclose such information to allow the "insured" to seek to maintain the confidentiality of such information.

Q. Retention of Contractor

The "approved contractor" may only be replaced by the owner of the "covered location" pursuant to the "remediation agreement". Should the "approved contractor" (or any succeeding contractor) be replaced pursuant to the above, the owner of the "covered location" shall select and retain a replacement contractor of its sole choice and require such replacement contractor to execute the "remediation agreement" or a revised "remediation agreement" with the owner and the Insurer shall use commercially reasonable efforts to assist the owner(s) of the "covered location" as requested by the owner during the selection and replacement process. After such replacement contractor has been retained by the owner by entering into a revised "remediation agreement" with the owner or executing the "remediation agreement", the Insurer shall add such replacement contractor to this Policy as a "named insured" by endorsement; provided, however, that as a condition precedent to the Insurer's obligation to add the replacement contractor as a "named insured", the replacement contractor must agree in writing to assume all of the duties and obligations of the "named insured" (or of any succeeding contractor) under this Policy and, if a trust agreement has been entered into and remains in effect pursuant to Section VIII.C., under the trust agreement. In the event the replacement contractor does not sign the "remediation agreement" and the

Administrative Consent Order entered into by the Insurer, Weston Solutions, Inc. and the New Jersey Department of Environmental Protection with respect to the "covered location", it shall have no rights to the "notional experience credit" pursuant to Section VIII.A.2. or Section VIII.B., and the replacement contractor shall acknowledge such in writing prior to being included as the "named insured" under this Policy; and further, in such case, the "notional experience credit" shall be released pursuant to Section VIII.B. to the owner of the "covered location" at such time.

R. Representation by Counsel

Each party acknowledges and agrees that it has been represented by competent, experienced legal counsel and other advisors in the negotiation and drafting of this Policy.

S. Financial Assurance

Annually until this Policy is cancelled or expires, and in accordance with Paragraph 26 of the "settlement agreement", the Insurer shall submit to the New Jersey Department of Environmental Protection a completed self-guarantee application in accordance with N.J.A.C. 7:26C- 7.7; provided, however, that: (i) the Insurer may include such additions to and notations on any application form it submits as the Insurer deems in its sole discretion to be necessary or appropriate to define the Insurer's limited role, as described in the "settlement agreement", this Policy or the Administrative Consent Order entered into by the Insurer, Weston Solutions, Inc. and the New Jersey Department of Environmental Protection with respect to the "covered location"; (ii) the Insurer's obligations under this Section VIII.S. shall at no time require the Insurer or any of its affiliates to agree to assume, undertake or otherwise subject itself to any liability, potential liability, obligation or potential obligation beyond or in addition to the terms, conditions and limits of liability contained elsewhere in this Policy (including but not limited to the posting of collateral or other security) or to incur any out of pocket costs or expenses other than nominal costs required for execution and delivery of the required submittals, and (iii) the "named insured" shall provide the Insurer with written notice of requirements to make any filings with New Jersey Department of Environmental Protection under N.J.A.C. 7:26C, Subchapter 7 at least thirty (30) days and not more than sixty (60) days in advance of the date on which such filing is required.

T. Disputes under the Remediation Agreement

The Insurer shall not be bound by any arbitration award, order, judgment or agreement to which it is not a party including any arising out of any dispute between or among the parties to the "remediation agreement" as to whether or not a pollution condition is a Pre-existing Pollution Condition as that term is used in the "remediation agreement". The foregoing provision shall not be deemed to be a waiver or relinquishment of any other rights or defenses the Insurer may have under law or this Policy with respect to any matter.

REMEDIATION PLAN SCHEDULE

Named Insured Weston Solutions, Inc.			Endorsement Number 001
Policy Symbol PRM	Policy Number G23566047 001	Policy Period 6/6/2005 to 6/6/2035	Effective Date of Endorsement 6/6/2005
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer, agree that this Policy applies to the "remediation plan":

REMEDIATION PLAN

The approved "Remediation Plan" means that work that is the subject of the Remedial Action Work Plan as approved by NJDEP on February 17, 2005, incorporating a certain "Draft Remedial Action Work Plan" for the Site dated March 29, 2001, prepared by URS, as amended by addendum letters dated March 27, 2002, and November 15, 2004, and any modification required to incorporate the requirements of the risk-based PCB remedy approval letter issued by the United States Environmental Protection Agency on March 30, 2005, subject to the limitations set forth below. A summary of the tasks included within the foregoing documents is listed below and was copied from the tasks identified in the HATCO Remediation Cost Summary dated June 28, 2004 and the Weston Payment Schedule each attached to this Policy.

LNAPL AND SHALLOW GW CONSTRUCTION

- Mobilization
- Well Installation
- Treatment System Installation
- Start-up
- Off-Site GW Plume Treatment

LAGOONS

- Mobilization
- Dewater
- Existing Liner Disposal
- Stabilize Sludge

LAGOONS ADDITIONAL SCOPE

- Mobilization
- Stabilize Lagoon Sediments
- Excavate & T&D Lagoon Sediments
- Backfill Lagoons

ON-SITE SOILS - AREAS A, B, C and D

- Mobilization
- Excavation
- Backfill Excavation

CHANNEL D

- Mobilization

CAPPING

Excavation
Restoration

Mobilization
Asphalt over Existing Pavement
Asphalt over Gravel
Asphalt over Soil
Soil
Wetlands Bank Credits

STORM WATER DRAINAGE BASIN

Mobilization
Basin Construction
Basin O&M (30 Years)*

OPERATION AND MAINTENANCE

Wetlands Restoration Monitoring
LNAPL/Shallow GW System
Asphalt Cap O&M
Soil Cap O&M
Deep GW MNA

PCB SOIL REMEDIATION

Mobilization
Shoring
Excavation
Transportation & Disposal
Backfill Excavation

The scope of work covered by the Policy does not include:

1. **pre-remediation activities: SOV No. 1 on Weston Payment Schedule**
2. **storm water drainage basin o & m in perpetuity activities: SOV No. 7.d. on Weston Payment Schedule**
3. **the cap o & m in perpetuity activities: SOV No. 8.e. on Weston Payment Schedule**

ESTIMATED REMEDIATION COST

The estimated "Remediation Costs" associated with the above "Remediation Plan", consists of:

\$16,818,908 of estimated "Remediation Cost" as identified within the HATCO Remediation Cost Summary dated June 28, 2004.

APPROVED CONTRACTOR

The "Approved Contractor(s)" specifically designated to perform the "remediation plan" are identified as:

Weston Solutions, Inc.

All other terms and conditions remain the same.

Authorized Agent

REMEDIATION PROJECT UPDATE SCHEDULE

Named Insured Weston Solutions, Inc.			Endorsement Number 002
Policy Symbol PRM	Policy Number G23566047 001	Policy Period 6/6/2005 to 6/6/2035	Effective Date of Endorsement 6/6/2005
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer, agree that the "insured" must provide "remediation project updates" in accordance with the following:

UPDATE FREQUENCY:

"Remediation project update" reports are required under this Policy on a Monthly Basis during the implementation of the "remediation plan" and/or during the implementation of any "revised remediation plan".

UPDATE FORMAT:

"Remediation project update" reports may be provided in a format most practical for the "insured" to provide, so long the "remediation project update" reports provide, at a minimum, the following information:

A. "Remediation Plan" Summary (in written format):

1. Summary of tasks completed to date.
2. Summary of tasks completed since last update.
3. Summary of project schedule, including revised completion dates for any task that are expected to exceed the original estimated schedule, if any.
4. Summary of any issues that have arisen to date that may lead to any increases in B.5. below.
5. Summary of any issues that have arisen since the last update that may lead to any increases in B.5. Below.

B. Budget Report (in spreadsheet format):

The Insurer will recognize the "Weston Payment Schedule" report as the basis of this budget reporting.

1. Include a line item for each task to be performed.
2. Include a line item for the original estimated costs associated with each task.
3. Include a line item for costs incurred to date for each task.*
4. Include a line item for percent complete for each task.*
5. Include a line item for estimated cost at completion.*

*These line items should be revised with each "remediation project update" report

B05533PG251

In addition, for any increases that are made to Item B.5. above, please provide a written explanation as to the reason for the increase.

Please send completed "remediation project updates" to:

Daniel A. Robinson, Esq.
Assistant Vice President
ACE Environmental Risk
1601 Chestnut Street - TL32C
Philadelphia, PA 19103

All other terms and conditions of the policy remain unchanged.

Authorized Agent

**SCHEDULE OF
NON-OWNED DISPOSAL SITE(S)
ENDORSEMENT**

Named Insured Weston Solutions, Inc.			Endorsement Number 003
Policy Symbol PRM	Policy Number G23566047 001	Policy Period 6/6/2005 to 6/6/2035	Effective Date of Endorsement 6/6/2005
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer, agree that this policy applies to the following location(s) shown in the Schedule of "Non-Owned Disposal Site(s)" listed below:

SCHEDULE OF NONOWNED DISPOSAL SITE(S)

LOCATION(S):
Waste Management, Inc. CWM Chemical Services, LLC 1550 Balmer Road Model City, NY 14107 EPA ID#: NYD049836679 (716)754-8231

All other terms and conditions of this policy remain unchanged.

Authorized Signature

SCHEDULE OF INSURED CONTRACT(S) ENDORSEMENT

Named Insured Weston Solutions, Inc.			Endorsement Number 004
Policy Symbol PRM	Policy Number G23566047 001	Policy Period 6/6/2005 to 6/6/2035	Effective Date of Endorsement 6/6/2005
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer, agree to the following Policy change(s):

The Schedule of Insured Contracts only includes those contracts listed in the Schedule below.

SCHEDULE OF INSURED CONTRACTS:

Administrative Consent Order in the matter of the Hatco Site and Weston Solutions, Inc. and ACE American Insurance Company
Settlement Agreement, entered into April 8, 2005, by and among Hatco Corporation, W. R. Grace & Co.-Conn., W. R. Grace & Co., Remedium Group, Inc., Weston Solutions, Inc., ACE American Insurance Company and the New Jersey Department of Environmental Protection
Natural Resources Damages Settlement Agreement in the matter of the Hatco Site, Program Interest No. G000003943 and Hatco Corporation, W.R. Grace & Co., W.R. Grace & Co.-Conn., Remedium Group, Inc. and Weston Solutions, Inc.
Regulatory Contribution Agreement entered into April 7, 2005 by and between Weston Solutions, Inc., Hatco Corporation, W.R Grace & Co., W.R. Grace & Co.-Conn., Remedium Group, Inc. and Conservation Resources Inc.
Remediation Agreement by and among Hatco Corporation, W. R. Grace & Co.-Conn., Remedium Group, Inc. and Weston Solutions, Inc.
Third party access agreements as may be entered into by Weston Solutions, Inc. with respect to the "covered location" if the Insurer gives its written approval to the addition of such agreements

All other terms and conditions of the policy remain unchanged.

Authorized Agent

**SCHEDULE OF KNOWN CONDITIONS
ENDORSEMENT**

Named Insured Weston Solutions, Inc.			Endorsement Number 005
Policy Symbol PRM	Policy Number G23566047 001	Policy Period 6/6/2005 to 6/6/2035	Effective Date of Endorsement 6/6/2005
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

The "insured" and the Insurer agree that the known condition(s) listed in the Schedule of Known Conditions and/or described in the documents shown in the Schedule of Documents below have been disclosed to the Insurer prior to the inception of this policy:

SCHEDULE OF KNOWN CONDITIONS: (Not Applicable)

SCHEDULE OF DOCUMENTS: All documents listed on the GRACE HATCO Known Conditions Document List attached to the Policy.

All other terms and conditions of the policy remain unchanged.

Authorized Signature

SERVICE OF SUIT ENDORSEMENT

Named Insured Weston Solutions, Inc.			Endorsement Number 006
Policy Symbol PRM	Policy Number G23566047 001	Policy Period 6/6/2005 to 6/6/2035	Effective Date of Endorsement 6/6/2005
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Information about service of "suits" upon us is given below. Service of process of "suits" against us may be made upon the following person, or another person we may designate:

Saverio Rocca, Assistant General Counsel
ACE USA Companies
Two Liberty Place - TL35M
1601 Chestnut Street
Philadelphia, PA 19103

The person named above is authorized and directed to accept service of process on our behalf in any action, "suit" or proceeding instituted against us. If you request, we will give you a written promise that a general appearance will be entered on our behalf if a "suit" is brought.

If you request, we will submit to the jurisdiction of any court of competent jurisdiction. We will accept the final decision of that court or any Appellate Court in the event of an appeal.

The law of some jurisdictions of the United States of America require that the Superintendent, Commissioner or Director of Insurance (or their successor in office) be designated as our agent for service of process. In these jurisdictions, we designate the Director of Insurance as our true and lawful attorney upon whom service of process on our behalf may be made. We also authorize the Director of Insurance to mail process received on our behalf to the company person named above.

If you are a resident of Canada, you may also serve "suit" upon us by serving the government official designated by the law of your province.

NOTHING HEREIN CONTAINED SHALL BE HELD TO VARY, ALTER, WAIVE OR EXTEND ANY OF THE TERMS, CONDITIONS, OR LIMITATIONS OF THE POLICY TO WHICH THIS ENDORSEMENT IS ATTACHED OTHER THAN AS ABOVE STATED.

Authorized Agent

NEW JERSEY CHANGES - CANCELLATION AND NONRENEWAL

Named Insured Weston Solutions, Inc.			Endorsement Number 007
Policy Symbol PRM	Policy Number G23566047 001	Policy Period 6/6/2005 to 6/6/2035	Effective Date of Endorsement 6/6/2005
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

If the policy or coverage part to which this endorsement applies contains cancellation or nonrenewal provisions more favorable to the Named Insured than this endorsement, then those provisions apply.

- I. Pursuant to New Jersey law, this policy cannot be cancelled or nonrenewed for any underwriting reason or guideline which is arbitrary, capricious or unfairly discriminatory or without adequate prior notice to the insured. The underwriting reasons or guidelines that an insurer can use to cancel or nonrenew this policy are maintained by the insurer in writing and will be furnished to the insured and/or the insured's lawful representative upon written request.

All other terms and conditions of the policy remain unchanged.

Authorized Agent

**ADDITIONAL INSURED(S)- COVERAGES A-F
ENDORSEMENT**

Named Insured Weston Solutions, Inc.			Endorsement Number 008
Policy Symbol PRM	Policy Number G23566047 001	Policy Period 6/6/2005 to 6/6/2035	Effective Date of Endorsement 6/6/2005
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Applicable solely to the Coverages **A** through **F** of the Insuring Agreement, the "insured" and the Insurer, agree to the following Policy change(s):

The person(s) or organization(s) listed below shall be considered an additional "insured" under this Policy, but only with respect to liability arising out of the ownership, operation, maintenance or use of the "covered location(s)" shown in the Schedule of Covered Locations on the Declarations of the Policy, or any other "covered location(s)" added to the Policy by endorsement.

Additional Insured(s)

1. Hatco Corporation
1020 King Georges Post Road
Fords, New Jersey 08863
2. W.R. Grace & Co.
W.R. Grace & Co. - Conn.
7500 Grace Drive
Columbia, MD 21044
3. Remedium Group, Inc.
6401 Poplar Avenue, Suite 301
Memphis, TN 38119

All other terms and conditions of the policy remain unchanged.

Authorized Agent

**ADDITIONAL INSURED – COVERAGES G AND H
ENDORSEMENT**

Named Insured Weston Solutions, Inc.			Endorsement Number 009
Policy Symbol PRM	Policy Number G23566047 001	Policy Period 6/6/2005 to 6/6/2035	Effective Date of Endorsement 6/6/2005
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

Applicable solely to the Coverages G. and H. of the Insuring Agreement, the "insured" and the Insurer agree to the following Policy change(s):

1. The person or organization identified below as the Remediation Cost Containment Additional Insured may become the "named insured" by delivering a written request to the Insurer solely in the event a) the "approved contractor" is replaced pursuant to Section VIII. Q. of the Policy, b) the replacement contractor is not added to this Policy by the Insurer as the "named insured" and c) there is no other "named insured". If the replacement contractor is subsequently added to this Policy by the Insurer as the "named insured", the person or organization identified below as the Remediation Cost Containment Additional Insured shall no longer be the "named insured", it being the intent of the "insured" and the Insurer that at all times there be no more than one "named insured".
2. In the event the Remediation Cost Containment Additional Insured becomes the "named insured", the Remediation Cost Containment Additional Insured shall assume all the rights and responsibilities of the "named insured" under the Policy including, but not limited to, providing "remediation project updates" and satisfying all other reporting requirements set forth in the Policy and all other requirements set forth in the Policy and Endorsements thereto and receiving the "notional experience credit".
3. The addition of any person or organization as a "named insured" shall not change the Limits of Liability, the "self-insured retention", the "remediation plan" or "revised remediation plan", if any, or any terms or conditions of the Policy. Sums expended by the Remediation Cost Containment Additional Insured prior to becoming the "named insured" shall not be covered under the Policy.

Remediation Cost Containment Additional Insured:

Hatco Corporation, or a successor owner of the "Covered Location"
1020 King Georges Post Road
Fords, New Jersey 08863,

or

If there is more than one owner of the "Covered Location", then the owner owning the largest percentage interest in the "Covered Location" shall be the Remediation Cost Containment Additional Insured, and if there is no single owner owning the largest percentage interest in the "Covered Location", then the single owner designated by the owners collectively owning a majority interest in the "Covered Location" shall be the Remediation Cost Containment Additional Insured.

All other terms and conditions of the policy remain unchanged.

Authorized Agent

SIGNATURES

Named Insured Weston Solutions, Inc.			Endorsement Number 010
Policy Symbol PRM	Policy Number G23566047 001	Policy Period 06/06/2005 to 06/06/2035	Effective Date of Endorsement 06/06/2005
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THE ONLY SIGNATURES APPLICABLE TO THIS POLICY ARE THOSE REPRESENTING THE COMPANY NAMED ON THE FIRST PAGE OF THE DECLARATIONS.

By signing and delivering the policy to you, we state that it is a valid contract.

INDEMNITY INSURANCE COMPANY OF NORTH AMERICA
1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

BANKERS STANDARD FIRE AND MARINE COMPANY
1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

BANKERS STANDARD INSURANCE COMPANY
1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

ACE INDEMNITY INSURANCE COMPANY
1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

ACE AMERICAN INSURANCE COMPANY
1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

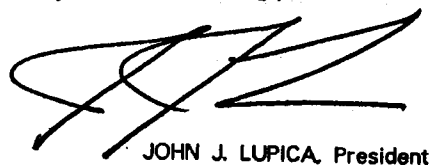
ACE PROPERTY AND CASUALTY INSURANCE COMPANY
1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

INSURANCE COMPANY OF NORTH AMERICA
1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

PACIFIC EMPLOYERS INSURANCE COMPANY
1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484

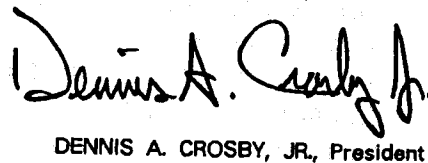
ACE FIRE UNDERWRITERS INSURANCE COMPANY
1601 Chestnut Street, P.O. Box 41484, Philadelphia, Pennsylvania 19101-1484


GEORGE D. MULLIGAN, Secretary


JOHN J. LUPICA, President

WESTCHESTER FIRE INSURANCE COMPANY
1133 Avenue of the Americas, 32nd Floor, New York, NY 10036


GEORGE D. MULLIGAN, Secretary


DENNIS A. CROSBY, JR., President

Authorized Agent

EXHIBIT A
(exhibits omitted)

REMEDIATION AGREEMENT

This REMEDIATION AGREEMENT is made this 8th day of April 2005 by and between Hatco Corporation, a New Jersey corporation located at 1020 King Georges Post Road, Fords, New Jersey (hereinafter "HATCO"), W.R. Grace & Co.-Conn., a Connecticut corporation located at 7500 Grace Drive, Columbia, MD 21044 (hereinafter "GRACE"), and Remedium Group, Inc., a Delaware corporation located at 6401 Poplar Avenue, Suite 301, Memphis, TN 38119 (hereinafter "REMEDIUM" and collectively with HATCO and GRACE, the "CLIENT"), and Weston Solutions, Inc., a Pennsylvania corporation located at 1400 Weston Way, West Chester, PA 19380 (hereinafter "WESTON").

WITNESSETH:

WHEREAS, HATCO is the current owner and operator of a specialty chemical manufacturing facility and real property located at 1020 King Georges Post Road, Fords, Middlesex County, New Jersey that was formerly owned and operated by GRACE (hereinafter referred to as the "Hatco Facility"); and

WHEREAS, environmental conditions on the Hatco Facility and adjoining real property have given rise to legal obligations on the part of GRACE and HATCO to investigate and remediate such conditions and may give rise to additional liabilities; and

WHEREAS, WESTON wishes to assume, and the CLIENT wishes to transfer and assign to WESTON all liability and responsibility on the part of the CLIENT in perpetuity for the environmental contamination resulting from Pollution Conditions occurring prior to November 4, 2002 whether at, on, under or migrating or migrated from the Hatco Facility;

NOW, THEREFORE, the Parties, in consideration of the mutual covenants set forth below, agree as follows:

1. Definitions

A. "ACO" shall mean the Administrative Consent Order attached to the Settlement Agreement.

B. "Applicable Law" shall mean any federal, state or local statute, law, ordinance, regulation, directive, order, judicial decision or other enforceable requirement of any Governmental Authority, now in effect or enacted in the future, pertaining to the Investigation and Remediation or protection of human health and/or the environment. Such Applicable Law shall include, but shall not be limited to: the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 *et seq.*; the Solid Waste Management Act, N.J.S.A. 13:1E-1 *et seq.*; the Water Pollution Control Act, N.J.S.A. 58:10A-1 *et seq.*; the

Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 *et seq.*; the Solid Waste Disposal Act and the Resource Conservation and Recovery Act ("SWDA" and "RCRA"), 42 U.S.C. §§ 6901 *et seq.*; the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*; the Clean Water Act, 33 U.S.C. §§ 1251 *et seq.*; and the Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.* ("TSCA"). Applicable Law specifically includes, without limitation, all "environmental laws" as that term is defined in the Policy.

C. "Bankruptcy Court" shall mean the United States Bankruptcy Court for the District of Delaware.

D. "Contamination" or "Contaminant" shall mean any discharged hazardous substance as defined pursuant to N.J.S.A. 58:10-23.11b, hazardous waste as defined pursuant to N.J.S.A. 13:1E-38, or pollutant as defined pursuant to N.J.S.A. 58:10A-3.

E. "Deed Notice" means the deed notice contained in the NJDEP regulations at N.J.A.C. 7:26E, Appendix E, as may be modified from time to time by NJDEP after public notice and comment.

F. "Dispute Resolution" means the procedures by which a dispute between or among the Parties shall be resolved, as set forth in Section 10 of this REMEDIATION AGREEMENT.

G. "Effective Date" shall mean the date set forth in Section 20 hereof.

H. "Financial Assurance Requirements" means, collectively, a remediation funding source set forth at N.J.A.C. 7:26C-7.1 *et seq.* or other requirement imposed by Applicable Law to use, establish, employ or maintain any or some combination of financial mechanisms (including, without limitation, trust funds, surety bonds, letters of credit, insurance, and net worth tests) to assure performance of any obligation, or satisfaction of any liability, imposed by Applicable Law in connection with the Investigation and Remediation Liability including payment of any applicable remediation funding surcharge or other applicable surcharge imposed by Governmental Authorities.

I. "FIRM" shall mean WESTON or an alternate firm retained to replace WESTON pursuant to the terms of this REMEDIATION AGREEMENT and the Policy.

J. "Governmental Authority" shall mean any federal, state or local governmental regulatory or administrative agency, commission, department, board, or other governmental subdivision, court, tribunal, arbitral body or other governmental authority or other subdivision, department or branch of any of the foregoing.

K. "Insurer" shall mean ACE American Insurance Company, a Pennsylvania domiciled stock property casualty insurance company, located at 1601 Chestnut Street, Philadelphia, Pennsylvania 19103.

L. "Investigation and Remediation" shall mean all activities necessary to investigate and remediate Pre-existing Pollution Conditions at, under, or migrated or migrating from the Site to comply with Applicable Law and the requirements of Governmental Authorities, including the RAWP, ACO, the risk-based PCB remedy approval letter to be issued by the USEPA, and all other orders, directives, decisions, permits, or requirements of any Governmental Authority regarding the Site and Pre-existing Pollution Conditions. Investigation and Remediation shall include, but are not limited to, engineering, design, planning, permitting, and performance of sampling, analysis, modeling, other methods of environmental study of actual and potential Pre-existing Pollution Conditions, obtaining access, removal actions, remedial actions, wetlands mitigation, operations and maintenance, and disposal of waste materials, including signing waste profiles and manifests. Investigation and Remediation shall include public participation, community involvement, transportation, permit fees, and other activities necessary to implement the RAWP and to comply with the ACO in order to obtain one or more No Further Action letter(s), to comply with any conditions in any such No Further Action letter(s), and to comply with the risk-based PCB remedy approval letter to be issued by the USEPA. Investigation and Remediation shall include the work of attorneys engaged by the FIRM as necessary to facilitate and implement the foregoing activities and to respond to and negotiate with Governmental Authorities regarding the Site.

M. "Investigation and Remediation Costs" shall mean all actual and necessary costs incurred by the FIRM for Investigation and Remediation, including reimbursement of oversight costs of any Governmental Authority and satisfying any and all Financial Assurance Requirements. Investigation and Remediation Costs include costs related to liability for disposal of Pollutants that are removed and disposed off-Site as part of the Investigation and Remediation.

N. "Investigation and Remediation Liability" shall mean the obligation of each CLIENT to perform Investigation and Remediation.

O. "Losses" shall mean claims, costs, damages, expenses, judgments, liabilities, fines, penalties, and losses of any nature or kind whatsoever, including, but not limited to, legal costs and expenses.

P. "New Pollution Conditions" shall mean Pollution Conditions on, under or migrated or migrating from the Site that commenced from discharges occurring on or after November 4, 2002.

Q. "NJDEP" shall mean the New Jersey Department of Environmental Protection or any legal successor thereto.

R. "NRD Settlement Agreement" shall mean the settlement agreement addressing natural resource damages related to the Site dated April 7, 2005, entered into by GRACE, REMEDIUM, HATCO, WESTON, and NJDEP.

S. "Parties" shall mean FIRM, HATCO, GRACE and REMEDIUM, collectively.

T. "Policy" shall mean the Remediation Expense Containment and Premises Pollution Liability Insurance Policy attached as Exhibit F.

U. "Pollutant" shall mean any substance, material or waste which is defined as or contains: "Contamination", "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "restricted hazardous waste," "contaminant," "pollutant," "solid waste," "fill," "toxic waste" or "toxic substance" under any Applicable Law. The term Pollutants shall include, but not be limited to, petroleum; petroleum products; asbestos-containing material except where installed or applied in, on or to any building or any structure; radioactive materials; polychlorinated biphenyls; and all substances defined as Hazardous Substances, Oils, Pollutants or Contaminants in the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. § 300.5, and comparable state regulations.

V. "Pollution Conditions" shall mean the discharge, dispersal, release, presence or escape of any Pollutants, directly or indirectly, into or upon land, the atmosphere or any watercourse or body of water, including groundwater at or emanating from the Site.

W. "Pollution Liability" shall mean the obligation of each CLIENT for risks resulting from any Pre-existing Pollution Condition at, under or migrated or migrating from the Site, including, but not limited to, third-party bodily injury, property damage and natural resources damage, but excluding liability to employees of GRACE and/or HATCO, or members of the employees' families, arising out of workplace exposure to Pre-existing Pollution Conditions except to the extent caused by or arising from the acts or omissions of FIRM.

X. "Pre-existing Pollution Conditions" shall mean Pollution Conditions at the Site caused by operations or conditions existing prior to November 4, 2002, including without limitation, the effects of continuing discharges of Pollutants from discharges commencing prior to November 4, 2002.

Y. "RAWP" shall mean the Remedial Action Work Plan as approved by NJDEP, incorporating a certain Draft Remedial Action Work Plan for the Site dated March 29, 2001, prepared by URS, as amended by addendum letters dated March 27, 2002 and November 15, 2004, and any subsequent modifications approved in writing by NJDEP, including any modification required to incorporate the requirements of the risk-based PCB remedy approval letter to be issued by the USEPA.

Z. "Settlement Agreement" shall mean the settlement agreement concerning the Site dated April 8, 2005, entered into by GRACE, REMEDIUM, HATCO, WESTON, Insurer and NJDEP.

AA. "Site" shall mean the Hatco Facility and all property (real or otherwise) to which Pollutants therefrom have emanated, are emanating or will emanate.

BB. "USEPA" shall mean the United States Environmental Protection Agency or any legal successor thereto.

2. Transfer and Assignment of Liability

A. CLIENT hereby transfers and assigns to FIRM, which transfer and assignment FIRM hereby accepts, any and all Investigation and Remediation Liability and any and all Pollution Liability, except for Excluded Matters as defined in subparagraph (B), below. FIRM hereby agrees to hold harmless, defend and indemnify in perpetuity each CLIENT, its successors, affiliates, parents, subsidiaries, lessees and assigns, and its respective officers, directors, shareholders and employees for all costs or claims on account of, with respect to, or in any way connected with or arising out of the Pre-existing Pollution Conditions. The foregoing transfer, assignment, and obligation to hold harmless shall not apply to Excluded Matters set forth below.

B. Excluded Matters not assumed by FIRM and expressly retained by CLIENT are the following:

(i) Any past costs including oversight costs incurred by any Governmental Authority or other party prior to November 4, 2002;

(ii) New Pollution Conditions, for which responsibility is retained solely by HATCO;

(iii) Other than Natural Resource Damages, any fines or penalties associated with Pollution Conditions occurring prior to November 4, 2002 regardless of when such fines or penalties are assessed; provided, however, that this exclusion shall not apply to such fines or penalties that are assessed due to FIRM's failure to comply with Applicable Law; and

(iv) Any fines or penalties associated with noncompliance with Applicable Law unrelated to the Investigation and Remediation for which FIRM is responsible.

3. Contract Price

A. Within nine (9) days of the execution of the ACO by NJDEP (the "Closing Date"), GRACE shall pay to FIRM the sum of \$21,353,794 and HATCO shall pay to FIRM the sum of \$3,768,316 (collectively a total of \$25,122,110, the "Contract Price") for the assumption by FIRM of the obligations set forth herein. The Contract Price covers the cost of FIRM's services pursuant to this REMEDIATION AGREEMENT and the cost of the Policy. The FIRM shall remit \$20,835,000 to the Insurer within five (5) days of the FIRM's receipt of the Contract Price.

B. Within five (5) days of receipt of the Contract Price, FIRM shall deposit the sum of \$1,747,500 (the "Trust Funds") into a Custody Safekeeping Account. Such account shall be governed by an agreement substantially similar to that set forth in Exhibit G, attached hereto and made a part hereof, and entered into by FIRM and HATCO. These funds will be used solely for operation and maintenance in perpetuity of the cap and storm water retention basins following the expiration of the Policy. Under no circumstances shall FIRM liquidate the Custody Safekeeping Account without written authorization by HATCO and, if required pursuant to the ACO, any No Further Action Letter or Applicable Law, by the State of New Jersey or other party designated therein.

4. FIRM's Obligations

In consideration of the Contract Price set forth herein, FIRM shall have the obligation at its sole cost and expense:

A. To assume CLIENT's liability pursuant to Applicable Law arising from Pre-Existing Pollution Conditions and Investigation and Remediation Liability;

B. To diligently perform the Investigation and Remediation in a timely manner;

C. To assume CLIENT's Pollution Liability and resolve any related claims;

D. To pay all Investigation and Remediation Costs;

E. To obtain the Policy;

F. To comply with Applicable Law and the requirements of Governmental Authorities with regard to the Investigation and Remediation;

G. To cooperate with HATCO in the planning and execution of the Investigation and Remediation, and to conduct all work in a manner which shall, to the extent practicable, avoid interference with or minimize disruptions to HATCO's operations at the Hatco Facility;

H. To provide and pay for utilities required to complete the Investigation and Remediation;

I. To obtain additional or modified permits required to conduct the Investigation and Remediation, except, without limiting FIRM's obligations herein and other than the TSCA risk-based disposal approval to be issued pursuant to 40 C.F.R. § 761.61(c) and any amendments thereto, FIRM shall not take any action in conducting the Investigation and Remediation which will require any permits pursuant to TSCA or impose any permitting obligations pursuant to TSCA on all or a portion of the Hatco Facility;

J. To construct capital improvements required to conduct the Investigation and Remediation;

K. To keep HATCO informed of regulatory agency interactions, provide an opportunity for HATCO to review and provide reasonable comment on submissions and commitments made by FIRM to Governmental Authorities concerning or arising from the Investigation and Remediation to the extent such submissions or commitments impact HATCO's operations, and address such comments to HATCO's reasonable satisfaction; and

L. To obtain the necessary approvals from all off-Site property owners for implementation and maintenance of the Investigation and Remediation.

5. HATCO's Obligations

HATCO shall have the obligation:

A. To cooperate with FIRM in the planning and execution of the Investigation and Remediation;

B. To provide FIRM with reasonable access to the Hatco Facility to conduct the Investigation and Remediation, and to provide NJDEP and USEPA with reasonable access to the Hatco Facility as each deems necessary to oversee the Investigation and Remediation;

C. After its review and approval, which approval shall not be unreasonably withheld or delayed, to execute permit applications as owner of the Hatco Facility and allow FIRM to obtain permits in FIRM's name as necessary to implement the Investigation and Remediation, except that HATCO shall not be required to sign any permit applications pursuant to TSCA;

D. To provide FIRM with copies of or access to all data, reports, and information that HATCO has in its possession concerning the Pollution Conditions at, under, or migrated or migrating from the Site;

E. To repair any damage from plant construction or operations, beyond normal wear and tear, that impacts the cap or other portions of the remedial measures or any of FIRM's operations or equipment;

F. To pay fifteen percent (15%) of the Contract Price;

G. To execute a Deed Notice;

H. To provide to FIRM access to information in HATCO's possession regarding the location or construction of underground utilities at the Hatco Facility; and

I. To require any lessee of all or a portion of the Hatco Facility to provide reasonable access to FIRM to conduct the Investigation and Remediation.

6. GRACE's and REMEDIUM's Obligations

GRACE and REMEDIUM shall have the obligation:

A. To provide FIRM with copies of or access to all data, reports, and information that GRACE or REMEDIUM has in its possession or in the possession of URS concerning the Pollution Conditions at, under, or migrated or migrating from the Site; and

B. To pay eighty-five (85%) of the Contract Price.

7. Implementation Obligations

FIRM and HATCO shall fulfill their obligations set forth in Sections 4 and 5 above in a manner consistent with and in compliance with the following provisions:

A. Amendment to RAWP. HATCO and FIRM shall seek concurrence on material amendments to the RAWP, if any, and schedules to implement the RAWP. Cooperation between the Parties is essential to ensure a cost effective completion of the remediation project and to minimize any impact on HATCO's facilities. Where HATCO and FIRM cannot reach concurrence, the dispute shall be resolved by Dispute Resolution pursuant to Section 10 herein.

B. Management Responsibility. Once work and schedule are agreed upon, FIRM shall have sole management responsibility for the means and methods to complete activities to implement the Investigation and Remediation, including, but not limited to, signing all contracts and manifests to implement the activities necessary to undertake the Investigation and Remediation and to pay all invoices of subcontractors.

C. Project Coordinators. HATCO and FIRM each shall designate a single employee as its Project Coordinator to represent and otherwise initially act for that party. All communications, notices, consultations, and other actions between HATCO and FIRM shall be undertaken through the respective Project Coordinators. The Project Coordinators' addresses, telephone, facsimile, and other communication information shall be as designated on Exhibit B hereof. HATCO or FIRM, at any time, may change its designation of Project Coordinator by notice to the other's Project Coordinator, which notice shall include the name, title, address, and telephone number of the replacement.

D. Meetings. FIRM and HATCO shall hold meetings at the Site or by teleconference as necessary to coordinate access to the Hatco Facility and to keep HATCO informed of progress on a monthly basis or on whatever schedule HATCO or FIRM deem appropriate. At these meetings, schedules for the upcoming activities shall be reviewed and coordinated to avoid any material interference with ongoing HATCO

operations. Any planned activities that may impact the implementation of the Investigation and Remediation or HATCO's operations shall be reviewed and modified as necessary. FIRM shall provide HATCO with a layout/site plan identifying areas of the Hatco Facility for its use, including, but not limited to, equipment and waste staging, decon and office trailer for HATCO review and approval.

E. Agreement on Reports and Communication. HATCO and FIRM shall discuss all issues at the monthly or otherwise scheduled meetings. Prior to submission of any study or report or other communication to a third party relating to the Investigation and Remediation, HATCO and FIRM shall seek concurrence reasonably in advance of the required submission date.

F. Facility Accommodation. Notwithstanding any other section of this REMEDIATION AGREEMENT, if HATCO claims remedial activity will materially disrupt its operations or make such operation more difficult or expensive, HATCO shall be reasonably accommodated (except if it would cause a violation of law or the ACO) regarding the timing of and reasonable conditions to be imposed on any activity which is reasonably likely to disrupt operations of the Hatco Facility, or make such operations significantly more difficult or expensive to conduct, or would otherwise materially adversely affect the ability of HATCO to operate, maintain, repair, replace, and expand the Hatco Facility.

G. Communication with NJDEP and Other Agencies. FIRM's Project Manager shall be designated as the contact for receipt of communications from NJDEP and shall have authority to initiate communications with NJDEP and any other federal, state, or local environmental regulatory agencies with respect to the Investigation and Remediation provided that HATCO shall be given the opportunity to participate in all meetings or conference calls with such agencies which relate to the subject matter of this REMEDIATION AGREEMENT.

H. Agency Initiated Communications. Should NJDEP or any other Governmental Authority initiate communication with FIRM with respect to the subject matter of this REMEDIATION AGREEMENT, FIRM shall promptly contact HATCO by e-mail to relate the substance of the communication. Any written communication received by HATCO or FIRM shall be forwarded promptly to the other.

I. Adherence to Schedule. For specific tasks that may significantly impact HATCO's operations, FIRM and HATCO shall agree on a specific schedule for such tasks, and FIRM shall use sufficient labor and/or equipment to complete such tasks within the specified schedule.

J. Labor and Materials. FIRM shall furnish, at its own expense, all labor, materials, equipment, supplies, services, tools, transportation facilities and other facilities (including, but not limited to, all utilities such as water, gas, temporary lighting and electrical service) and will perform all things necessary to fulfill its obligations under this REMEDIATION AGREEMENT and to disconnect and remove or abandon all

temporary services and utilities at the end of the Investigation and Remediation which were constructed or installed by FIRM or its subcontractors.

K. Housekeeping. FIRM shall during the Investigation and Remediation manage and store FIRM's tools, devices, equipment, machinery, facilities and materials, and keep the Site reasonably free from accumulated waste, rubbish and debris at all times, except for wastes including, but not limited to, excavated soil, excavated debris, and treatment residuals, which may be temporarily stored or stockpiled in areas approved pursuant to Paragraph 7.D., above, during the Investigation and Remediation for a reasonable period of time in accordance with Applicable Law prior to removal. FIRM shall remove from the Site, when no longer necessary to implement the Investigation and Remediation, all of FIRM's tools, equipment, machinery, facilities, surplus materials, and debris, and those of its subcontractors and any other persons or entities performing the Investigation and Remediation or portions of the Investigation and Remediation, except as otherwise approved in writing by HATCO.

L. Location of Improvements. FIRM shall consult with and obtain approval from HATCO for the location of all temporary and permanent improvements to the Hatco Facility required as part of or related to the Investigation and Remediation or to otherwise comply with this REMEDIATION AGREEMENT.

M. Damage. In the performance of its obligations under this REMEDIATION AGREEMENT, FIRM and its subcontractors and any other persons or entities performing the Investigation and Remediation or portions of the Investigation and Remediation will not disturb or damage any buildings, equipment, structures or other improvements on the Site, except that any pavement or concrete in areas of remediation may be disturbed as necessary, and monitoring wells may be removed or replaced as contemplated by the RAWP or otherwise as required or approved by NJDEP. FIRM shall be responsible for restoring or repairing any damage to the Site and its improvements caused by the activities of FIRM, its subcontractors, and any other persons or entities performing portions of the Investigation and Remediation to pre-existing conditions.

N. Codes and Standards. All Investigation and Remediation shall be performed in accordance with all applicable codes and standards, and, except where more stringent requirements are imposed by this REMEDIATION AGREEMENT, in accordance with generally accepted practices in New Jersey for the type of work being performed.

O. Utility Mark Out. FIRM shall determine the location of all utilities at the Site. FIRM acknowledges that various utilities and other parties have easements and rights of way on the Site, including utilities, which may have underground electric, gas, or water lines traversing the Site. FIRM covenants that proper precautions and measures will be taken by FIRM not to endanger, interfere with, or cause any damage to such easements or rights of way. FIRM will not disturb or damage any pipes, poles, utilities, or other improvements over, on or under the Site which exist pursuant to

easements or other agreements unless necessary for performance of the Investigation and Remediation and authorized by the relevant owner(s), in which case, FIRM shall, at its sole cost, be responsible for repair or replacement of such improvements.

P. Improvements. FIRM shall be responsible, at its sole cost, to maintain, repair, or replace any improvements constructed by FIRM.

Q. Defective Work. Observation by HATCO or HATCO's employees of the Investigation and Remediation shall not relieve FIRM of any of its obligations to perform all Investigation and Remediation in the manner required under this REMEDIATION AGREEMENT. Without limitations to HATCO's rights, if HATCO becomes aware of a failure of FIRM to have performed the Investigation and Remediation in accordance with applicable standards, specifications, and construction codes, plans and designs ("Defective Condition") and, if FIRM agrees, FIRM shall promptly remedy such Defective Condition. If FIRM does not agree, the matter shall be resolved in accordance with the Dispute Resolution process set forth in Section 10, hereof. In addition to the indemnification obligations required by Section 12. of this REMEDIATION AGREEMENT, FIRM shall be liable for any claims, expenses, loss or other costs, including but not limited to lost profits resulting from HATCO being unable to utilize the portions of the Hatco Facility at which the Investigation and Remediation is or was being performed, arising from a Defective Condition. To be valid, claims must be brought within five (5) years of the completion of the work associated with each Project Milestone set out in Exhibit A hereto.

R. Patents. FIRM shall indemnify, hold harmless, and defend HATCO, its shareholders, officers, agents and employees, from and against all claims and liability of any nature or any kind, including costs and expenses (including attorneys fees), arising from or occasioned by any infringement or alleged infringement of patent rights, trademark or copyright on any invention, process, article or apparatus, or any part thereof, pertaining to or used in connection with the Investigation and Remediation.

S. Liens. FIRM shall indemnify and save harmless HATCO, its shareholders, officers, employees and agents, from all claims, demands, causes of action, or suits of whatever nature arising out of the labor and materials furnished by FIRM and its subcontractors under this REMEDIATION AGREEMENT, and from all laborers', materialmen's and mechanics' liens upon the Investigation and Remediation or upon the Site upon which the Investigation and Remediation is located arising out of the labor and materials furnished by FIRM and its subcontractors under this REMEDIATION AGREEMENT, and shall keep the Investigation and Remediation and said Site free and clear of all liens, claims and encumbrances arising from the performance of this REMEDIATION AGREEMENT by FIRM and its subcontractors. If any subcontractor refuses to furnish a release or receipt in full, FIRM may furnish a bond satisfactory to HATCO to indemnify HATCO against any lien claim.

T. Safety. FIRM and its employees, subcontractors, and agents and any other persons or entities performing the Investigation or Remediation or portions of the

Investigation or Remediation shall provide and properly maintain all appropriate safety apparatus and devices, including, but not limited to, warning lights and signs, barricades, railings, temporary bridges, guards, watchmen and other safeguards or personnel for the protection of workers, delivery personnel and others, including the general public, on, about or adjacent to the Site as required by the conditions and progress of the Investigation and Remediation. Where work is done on HATCO's premises, all of HATCO's safety rules, which may be amended from time to time, and which are attached hereto as Exhibit C, shall be strictly observed and smoking shall be limited to such locations and occasions as are specifically authorized by HATCO. HATCO will provide safety training on HATCO procedures to FIRM's supervisors who will then be responsible to train FIRM employees and subcontractors entering the Hatco Facility. FIRM shall certify to HATCO in writing from time to time that such training has been given. If FIRM determines that any provision of this REMEDIATION AGREEMENT shall call for work which is not safe, inadequate, or not in compliance with any occupational safety or health statute, law, rule, or regulation, then FIRM will immediately notify HATCO's Project Coordinator in writing and will cease any such work until receipt of instructions from HATCO's Project Coordinator.

U. Hazardous Conditions. FIRM acknowledges that the nature of HATCO's business creates an unsafe risk if activities are not conducted in strict compliance with applicable safety requirements. Accordingly, FIRM shall not, without prior written consent of HATCO, perform or permit any work while on the premises of HATCO which involves a fire or explosion hazard, including, but not limited to, welding, torch cutting or disposal of debris by burning. FIRM shall provide at least 48 hours in advance, or less time in case of an emergency, a written schedule of all such proposed activity, identifying its location and the time or times of day that it will be occurring. No such scheduled activity shall occur until it is expressly approved in writing by HATCO's safety officer. Without limiting HATCO's other rights and remedies, any violation of this requirement will result in immediate removal from the Hatco Facility of any person conducting such activity.

V. Illegal Substances. FIRM shall assure that all employees of FIRM and subcontractors and any other person or entity performing the work or portions of the work, are informed that prohibited items, such as weapons, illegal drugs, intoxicating liquors or any similar items, shall not be carried onto the Site.

W. Security. FIRM shall have access to the Hatco Facility through the south gate designated as the non-union gate (currently the gate at the west side of the property on Industrial Highway) or such other entrance as may be agreed to between HATCO and FIRM. FIRM shall provide adequate security personnel at such designated gate at all times the gate is unlocked. All workers, whether employees of FIRM or subcontractors, shall be required by FIRM to sign in and out upon entry or exit from the Hatco Facility. All such personnel shall follow HATCO security procedures, which may be amended from time to time, attached as Exhibit D hereto, while at the Hatco Facility and are specifically prohibited from accessing manufacturing areas of the Hatco Facility as designated by HATCO, except for those workers specifically assigned to tasks within

such areas and only after notice and approval by HATCO, and further procedures for daily operation in designated areas must be reviewed and approved by HATCO in advance of such daily access.

8. New Pollution Conditions

A. In the event a Pollution Condition is discovered at the Site which was not previously identified as a Pre-existing Pollution Condition, FIRM shall report such Pollution Condition to the appropriate Governmental Authority, if required by Applicable Law, and determine: (i) the nature and extent of the Pollution Condition; (ii) whether the Pollution Condition is a Pre-existing or New Pollution Condition; and (iii) if a Pre-existing Pollution Condition, the source or likely source of the Pollution Condition. FIRM shall reasonably document the basis for its determination of whether the Pollution Condition is Pre-existing or New.

B. If FIRM determines that the newly discovered Pollution Condition represents a Pre-existing Pollution Condition, FIRM shall be responsible for the Investigation and Remediation of such Pollution Condition.

C. If FIRM determines that the Pollution Condition represents a New Pollution Condition, FIRM shall submit documentation of its determination to HATCO and Insurer.

D. If HATCO accepts and agrees with FIRM's determination that the Pollution Condition is a New Pollution Condition, HATCO shall prepare a proposed plan for responding to such New Pollution Condition and conducting investigation and remediation of the New Pollution Condition, if necessary, in accordance with Applicable Law and the requirements of Governmental Authorities for such New Pollution Condition. In the event HATCO does not agree that FIRM has in fact established the existence of a New Pollution Condition, either party may invoke Dispute Resolution pursuant to Section 10 herein.

E. HATCO shall take all steps reasonably necessary to assure that a New Pollution Condition does not interfere with FIRM's obligations in this REMEDIATION AGREEMENT with respect to Pre-existing Pollution Conditions.

F. In the event a Governmental Authority requires response with respect to a Pollution Condition (i) which has not previously been identified as a Pre-existing Pollution Condition and (ii) with respect to which a determination as to whether it is a Pre-existing Pollution Condition has not yet been made, FIRM shall undertake such response pending such determination. In the event such Pollution Condition is subsequently determined to be a New Pollution Condition and FIRM has provided notice to HATCO prior to performance of any Investigation and Remediation by FIRM, HATCO shall compensate FIRM for the costs of such response at FIRM's rates attached hereto as Exhibit E.

G. Under no circumstances shall GRACE or REMEDIUM be held responsible for any New Pollution Condition.

9. ISRA

A. If necessary, the parties shall use best efforts to include terms in the ACO to effect a transfer, closure or other event requiring compliance with the Industrial Site Recovery Act ("ISRA"), as may be amended from time to time, in the event the provisions of ISRA become applicable to the Hatco Facility. Whether or not language is included in the ACO, HATCO shall bear the costs of completing a General Information Notice, and/or other initial submission required by ISRA and for seeking a limited site review approval, remediation in progress waiver, remediation agreement, or other type of ISRA approval as may be necessary for HATCO to effectuate the transfer, closure or other ISRA triggering event, including the cost of completing a Preliminary Assessment, if required to address any New Pollution Conditions. Except as noted in the preceding sentence, nothing associated with an ISRA triggering event shall change the FIRM's obligations under this REMEDIATION AGREEMENT, including but not limited to the FIRM's complete responsibility for Pre-existing Pollution Conditions.

B. Financial Assurances. HATCO may rely upon the then current Financial Assurance provided by FIRM or on behalf of FIRM in complying with ISRA and the FIRM shall sign any documents necessary thereto; provided however, FIRM shall not be obligated to increase the amount, or the term, of any Financial Assurance, except as required by the ACO or NJAC 7:26C-7.1 et seq., as may be amended from time to time.

10. Dispute Resolution

In the event of a disagreement among any of the Parties regarding any matter under this REMEDIATION AGREEMENT, those parties shall implement the procedures of this Section in good faith to obtain a resolution.

A. Negotiation Period. Any party may commence a negotiation period by notifying the other party(ies) in writing that it is invoking Dispute Resolution pursuant to this Section 10. Such notice shall set forth the nature of the dispute and a proposed resolution. The other party(ies) shall respond in writing within 10 days, either accepting the proposed resolution or proposing an alternative resolution. During this negotiation period the parties shall work together in good faith to attempt to resolve the matter in dispute. The parties may extend this negotiation period, without limitation, by mutual agreement in writing and may seek to resolve any disputed issues or the entire dispute by non-binding alternative dispute resolution procedures, including mediation or other procedure agreed to by the parties. Unless extended by mutual written agreement, the negotiation period shall expire forty-five (45) days from the date of commencement. The Parties agree that upon the exercise of this procedure and without any further writing among them, any statute of limitations applicable to the dispute in question shall be deemed to have been tolled for so long as the Parties are engaged in good faith negotiations pursuant to this subparagraph 10.A.

B. **Binding Arbitration.** In the event the parties do not resolve a dispute during the negotiation period, then the dispute shall be resolved by binding arbitration before one arbitrator conducted in Woodbridge Township, New Jersey in accordance with the Commercial Arbitration Rules of the American Arbitration Association ("AAA") then in effect. The arbitrator shall be a neutral and impartial person having at least 10 years experience in commercial and environmental matters who has acted as an arbitrator in similar disputes. The arbitrator shall be selected by the agreement of the parties in the dispute within twenty (20) calendar days after the negotiation period has elapsed, and if not selected within those twenty (20) days, then shall be selected in accordance with the AAA Commercial Arbitration Rules.

C. The arbitrator shall conduct the arbitration in accordance with the AAA Commercial Arbitration Rules; provided that (1) discovery shall consist solely of one set of interrogatories propounded by each side within twenty (20) days after the arbitrator has been selected and answered within thirty (30) days after the arbitrator has been selected; (2) each party shall provide to each other party written reports of any experts which the party will rely on during the arbitration and those reports must be received by each party within forty-five (45) days after the arbitrator has been selected; (3) the arbitration hearing will commence within sixty (60) days after the date that the arbitrator has been selected; and (4) the arbitrator will render his award within twenty (20) days after the end of the arbitration.

D. The arbitrator shall render the arbitrator's award in writing, stating findings of fact and conclusions of law, and shall construe this REMEDIATION AGREEMENT in accordance with the laws of the State of New Jersey. Judgment on the award shall not be subject to appeal or challenge and may be confirmed and entered in any court having jurisdiction.

E. Costs of the arbitration, together with reasonable attorney's fees incurred by the prevailing party in the arbitration and in enforcement of the arbitration award shall be paid by the party(ies) in the dispute which is (are) not the prevailing party in the arbitration. Should one party either dismiss or abandon its claim or counter claim before the hearing of it, the other party will be deemed the "prevailing party" pursuant to this REMEDIATION AGREEMENT. Should both parties receive judgment or award on their respective claims, the arbitrator shall determine which party will be deemed the "prevailing party" for purposes of this Section 10.

F. Dispute involving GRACE and/or REMEDIUM. With the exception of a breach of Section 6, no dispute may be lodged against GRACE or REMEDIUM.

11. Insurance

A. FIRM shall obtain the Policy from Insurer, which shall be issued in the form attached hereto as Exhibit F.

B. FIRM shall also maintain, at its sole cost and expense, the following insurance coverages:

(i) Commercial General Liability insurance which shall be on a per occurrence basis and shall include, but not be limited to, coverage for all operations, FIRM's subcontractors' operations, Blanket Contractual Liability (oral or written), Completed Operations and Products Liability (including a period of two years following termination of the Investigation and Remediation including continued contractual indemnity), Broad Form Property Damage, Explosion, Collapse and Underground Hazards with limits of liability of not less than ten million dollars (\$10,000,000) combined single limit per occurrence with a twenty million dollar (\$20,000,000) aggregate limit, a deductible or self-insured retention amount no greater than \$100,000, and Knowledge of Occurrence and Notice of Occurrence Endorsements and Unintentional Errors and Omissions Clause.

(ii) FIRM's Pollution Liability insurance with a limit of not less than ten million dollars (\$10,000,000).

(iii) Business Automobile Liability insurance covering any auto or vehicle (including owned, hired, and non-owned autos or vehicles) providing Bodily Injury and Property Damage coverage on a per occurrence basis, with a limit of not less than ten million dollars (\$10,000,000) combined single limit.

(iv) Professional Liability/Errors and Omissions insurance with a minimum limit of not less than ten million dollars (\$10,000,000).

(v) Workers' compensation insurance with statutory limits and Employers' Liability limits of not less than ten million dollars (\$10,000,000) each accident for bodily injury by accident or ten million dollars (\$10,000,000) for each employee for bodily injury by disease.

(vi) Umbrella insurance for not less than ten million dollars (\$10,000,000). If umbrella insurance is written by more than one company, any layers above the first shall follow the form of the primary policy.

(vii) All policies for each insurance required under this Section 11.B. shall: (a) name each CLIENT and such other entities as the CLIENT may require as additional insureds (this requirement shall not apply to workers' compensation insurance, employers' liability insurance, or professional liability insurance, however, each such policy shall include a waiver of subrogation by the insurer as against CLIENT); (b) hold each CLIENT free and harmless from all subrogation rights of the insurer; and (c) provide that such required insurance hereunder is the primary insurance and that any other similar insurance that each CLIENT may have shall be deemed in excess of such primary insurance.

(viii) FIRM shall submit to each CLIENT evidence of payment of the premiums and a certificate or certificates for each required insurance referenced above certifying that such insurance is in full force and effect and setting forth the information required by this Section 11.B. If requested by the CLIENT, FIRM shall provide certified copies of the policies. Such policies shall be maintained as confidential except as may be required or requested by CLIENT's prospective purchaser, lessee, insurer, or lender, or as otherwise required by law, each of whom shall be required to maintain the confidentiality of such policies. FIRM shall submit to each CLIENT copies of all endorsements which may be issued amending the coverage of any policy; however, in no event shall any endorsement be permitted which shall diminish the limits of any insurance required by this Section 11.B. FIRM shall promptly provide written notice to each additional insured by registered or certified mail of any cancellation, restrictive amendment, non-renewal or change in coverage as set forth in this REMEDIATION AGREEMENT.

(ix) FIRM shall furnish to each CLIENT within thirty (30) days before the expiration date of the coverage of each required insurance set forth in this Section 11.B., a renewal certificate or certificates containing the information required below and certifying that such insurance has been renewed and remains in full force and effect. If at any time during the Investigation and Remediation for each required insurance set forth in this Section 11.B., any policy of insurance shall expire or for any reason be cancelled, or coverage for risks other than those provided for herein shall be required by law, FIRM shall promptly comply with the request to procure or to renew the cancelled or expired coverage or increase the amount of existing coverage, as the case may be, and upon FIRM's failure to so provide within five (5) days of the giving of notice thereof by CLIENT, CLIENT may provide therefore and charge the cost to FIRM.

(x) If FIRM fails to provide any item required in this Section 11.B. on a timely basis, CLIENT may obtain such insurance and charge the cost thereof to FIRM.

C. FIRM's contractors and/or subcontractors performing intrusive activities such as drilling, excavation, emergency response, grading, electrical and paving or the supervision of same at the Site shall carry the same level of insurance as required of FIRM in Section 11.B.

D. FIRM shall require its contractors and/or subcontractors performing non-intrusive activities such as surveyors, laboratories (where sample pick-up is required), construction material vendors, air monitoring, photographers, portable sanitary services or the supervision of same at the Site to carry the level of insurance as specified below:

(i) Workers Compensation Insurance in accordance with statutory requirements.

(ii) Employers Liability with a one million dollar (\$1,000,000) limit of liability.

(iii) Commercial General Liability insurance which shall be on a per occurrence basis and shall include, without limitation, coverage for all operations, subcontractors, Blanket Contractual Liability (oral or written), Completed Operations and Products Liability (which shall cover two years following termination of the Investigation and Remediation and shall include continued contractual indemnity), Broad Form Property Damage, Explosion, Collapse and Underground Hazards. The policy shall contain limits of liability not less than one million dollars (\$1,000,000) Combined Single Limit per occurrence with a two million dollar (\$2,000,000) Aggregate Limit. Said insurance shall not have any deductible or self-insured retention amount greater than \$25,000 and shall include Knowledge of Occurrence and Notice of Occurrence Endorsements and an Unintentional Errors and Omission Clause. The contractor/subcontractor shall provide 30-day advance written notice of cancellation to all named and additional insureds.

(iv) Professional Liability/Errors and Omissions insurance with a limit of liability of not less than one million dollars (\$1,000,000).

(v) Comprehensive Automobile Liability insurance, covering Owned, Non-Owned, and Hired Vehicles, providing Bodily Injury and Property Damage coverage all on a per occurrence basis. Limits of liability shall not be less than one million dollars (\$1,000,000) Combined Single Limit.

(vi) Umbrella insurance for not less than two million dollars (\$2,000,000). If umbrella insurance is written by more than one company, any layers above the first shall follow the form of the primary policy.

E. FIRM's contractors and/or subcontractors performing no activities on the Site or other field work shall be exempt from all insurance requirements except Professional Liability/Errors and Omissions coverage with a limit of liability of not less than one million dollars (\$1,000,000).

F. FIRM's contractors or subcontractors that are unable to procure or maintain the required insurance as outlined above shall immediately notify HATCO. Those situations will be dealt with on a case by case basis and individual insurance limits will be agreed to as appropriate based on the facts and circumstances of that case.

12. Indemnification

A. By the FIRM - FIRM agrees to indemnify, defend and hold harmless each CLIENT, its subsidiaries, affiliates, successors, assigns, directors, officers, agents and employees from any and all Losses, by reason of injury or death or damage to persons or property to the extent caused by the acts or omissions or misconduct of FIRM, its officers, agents, employees, and subcontractors, or to the extent caused by a breach by FIRM of the terms of this REMEDIATION AGREEMENT, including but not limited to a failure or delay in performing the Investigation and Remediation. FIRM agrees to indemnify, defend and hold harmless each CLIENT, its subsidiaries, affiliates,

successors, assigns, directors, officers, agents and employees in perpetuity from any and all Losses for any and all Investigation and Remediation Liability and any and all Pollution Liability, and for any claims arising from the off-Site disposal of any waste generated from the Investigation and Remediation.

B. By HATCO – Except for Losses arising from FIRM's obligations pursuant to this REMEDIATION AGREEMENT, HATCO agrees to indemnify, defend and hold harmless FIRM, its subsidiaries, affiliates, successors, assigns, directors, officers, agents and employees from any and all Losses by reason of injury or death or damage to persons or property, but only to the extent caused by the acts or omissions or misconduct of HATCO, its officers, agents, employees, and subcontractors, or to the extent caused by a breach by HATCO of the terms of this REMEDIATION AGREEMENT.

13. Representations and Warranties of FIRM

A. FIRM acknowledges that it has reviewed available information concerning the Site and is sufficiently knowledgeable with regard to the nature and character of the Site, including but not limited to: (i) Pollution Conditions, (ii) Investigation and Remediation requirements, (iii) availability of labor, (iv) security requirements, (v) utilities, (vi) access and roads, (vii) surface and subsurface geologic and hydrologic conditions, including the character, quality and quantity of surface and subsurface materials to be encountered, (viii) equipment and facilities, (ix) Applicable Law and the potential for changes to the same, (x) the presence of threatened or endangered species, archaeological resources, and sensitive ecologic and cultural receptors, and (xi) weather conditions, and that FIRM has not and may not rely upon any statement, representation, or warranty of CLIENT except as expressly set forth in this REMEDIATION AGREEMENT.

B. FIRM represents and warrants that it has the financial resources to execute the Investigation and Remediation, and FIRM agrees to use such resources as necessary.

C. FIRM represents and warrants that it is qualified to perform the Investigation and Remediation consistent with this REMEDIATION AGREEMENT and that it has sufficient expertise and experience to accomplish same.

D. FIRM is a corporation duly organized, validly existing, and in good standing under the laws of the state in which it was formed.

E. The execution by FIRM of this REMEDIATION AGREEMENT does not constitute a breach of any provision contained in FIRM's organizational documents, nor does it constitute an event of default under any agreement to which FIRM is now or may hereafter become a party.

F. FIRM holds or will obtain all licenses, permits, franchises, approvals, and consents required for the performance of its obligations under this REMEDIATION AGREEMENT and for the ownership and operation of its assets.

G. There are no actions, proceedings, or claims pending by or against FIRM before any court or administrative agency, and FIRM has no knowledge or notice of any pending, threatened, or imminent litigation, governmental investigations, or claims, complaints, actions, or prosecutions involving FIRM, except for ongoing collection matters in which FIRM is the plaintiff, which would have a material adverse effect on FIRM's ability to perform its obligations pursuant to this REMEDIATION AGREEMENT.

H. To its knowledge, all information provided by FIRM to CLIENT, including information in its proposal, is true, complete, and accurate and does not fail to state any fact which would make the information misleading or inaccurate.

I. FIRM shall certify on the Closing Date that the representations and warranties made by it in the Remediation Agreement are true and accurate as of the Closing Date.

14. Representations and Warranties of HATCO

A. HATCO is a corporation duly organized, validly existing, and in good standing under the laws of the state in which it was formed.

B. The execution by HATCO of this REMEDIATION AGREEMENT does not constitute a breach of any provision contained in HATCO's organizational documents, nor does it constitute an event of default under any agreement to which HATCO is now or may hereafter become a party.

C. There are no actions, proceedings, or claims pending by or against HATCO before any court or administrative agency, and HATCO has no knowledge or notice of any pending, threatened, or imminent litigation, governmental investigations, or claims, complaints, actions, or prosecutions involving HATCO which would have a material adverse effect on HATCO's ability to perform its obligations pursuant to this REMEDIATION AGREEMENT.

D. HATCO represents and warrants that it has the authority to provide reasonable and necessary access to the Hatco Facility in order for FIRM to implement and complete the Investigation and Remediation and to perform its obligations hereunder regarding the Hatco Facility.

E. Except as set forth in Schedule 14B, to the best of HATCO's knowledge, there are no New Pollution Conditions existing as of April 6, 2005 at the Hatco Facility.

"HATCO's knowledge" as used herein is the actual knowledge of James J. Millikin, Manager of Environmental Affairs.

F. HATCO shall certify on the Closing Date that the representations and warranties made by it in the Remediation Agreement are true and accurate as of the Closing Date.

15. Representations and Warranties of GRACE/REMEDIUM

A. GRACE and REMEDIUM are each a corporation duly organized, validly existing, and in good standing under the laws of the state in which each was formed.

B. The execution by GRACE and REMEDIUM of this REMEDIATION AGREEMENT does not constitute a breach of any provision contained in the organizational documents of GRACE or REMEDIUM, nor does it constitute an event of default under any agreement to which GRACE or REMEDIUM is now or may hereafter become a party.

C. GRACE and REMEDIUM are subject to the jurisdiction of the United States Bankruptcy Court and have no ability to perform their obligations pursuant to this REMEDIATION AGREEMENT without approval from the Bankruptcy Court.

D. To their actual knowledge, based on inquiry of M. Mitch Obradovic, the information provided or made available by GRACE and REMEDIUM is complete and includes accurate copies of all information in their possession or control relating to the Site.

16. Independent Contractor

FIRM is an independent contractor, and the methods and means of its performance and the control thereof shall vest in its discretion. It is understood and agreed that neither FIRM nor CLIENT, by this REMEDIATION AGREEMENT, intends that FIRM or FIRM's employees, representatives, and agents shall be considered, or deemed to be, acting as employees of any CLIENT. FIRM shall not take any action or omit to take any action that is inconsistent with its status as an independent contractor. FIRM shall be solely responsible for all of its practices, procedures, means, methods, and protocols used in carrying out the Investigation and Remediation, for all governmental fees imposed upon its performance of the Investigation and Remediation and for payment of all compensation, benefits, contributions, and taxes, if any, due its employees, agents, contractors, and subcontractors. FIRM agrees that any and all persons whom it may employ or whose services it may retain in order to perform its

obligations under this REMEDIATION AGREEMENT shall remain FIRM's employees, contractors, consultants or agents exclusively.

17. Enforcement

A. In the event that FIRM fails to complete all Investigation and Remediation in accordance with the ACO or otherwise fails to comply with the terms and conditions of the ACO and any No Further Action letter(s), and the NJDEP seeks stipulated penalties, FIRM shall be liable for such stipulated penalties whether demanded of FIRM or HATCO or otherwise. The payment of stipulated penalties does not relieve FIRM of its responsibility to complete the Investigation and Remediation in accordance with this REMEDIATION AGREEMENT and the ACO.

B. FIRM shall have no liability to CLIENT for a delay in performance of the Investigation and Remediation caused by circumstances beyond its reasonable control, such as acts of God, acts of government, riots, wars (declared or undeclared), terrorism, floods, fires, delays in transportation or inability to obtain material or equipment, labor disputes, newly discovered Pre-Existing Conditions, and delays caused by HATCO. Any time limits required to be met by FIRM which are subject to force majeure shall be automatically extended by the number of days by which any performance called for is delayed due to force majeure provided FIRM delivered to HATCO prompt written notice of the force majeure event. In no event shall a strike by FIRM's employees or informational picketing resulting from the performance of the Investigation and Remediation be considered a force majeure event.

18. Standard of Care

FIRM shall perform the Remediation and Investigation in accordance with generally accepted professional standards of care and diligence normally practiced by nationally recognized firms performing similar work.

19. Notices

Notices required hereunder shall be deemed given if sent by first-class mail or recognized overnight courier to the following duly authorized representatives, with same-day copies by fax or email:

For HATCO:

David J. Mason
Vice President Regulatory Affairs

Hatco Corporation
1020 King Georges Post Road
Fords NJ 08863
dmason@hatcocorporation.com
Fax: (732) 738-3944

For GRACE:

William M. Corcoran
Vice President Public and Regulatory Affairs
W. R. Grace & Co.
7500 Grace Drive
Columbia MD 21044
William.Corcoran@Grace.com
Fax: 410-531-4233

For REMEDIUM:

M. Mitch Obradovic
Assistant Director
Remedium Group, Inc.
6401 Poplar Avenue, Suite 301
Memphis TN 38119
Mitch.Obradovic@Grace.com
Fax: 901-820-2061

For FIRM:

Daniel Kopcow
Project Manager
Weston Solutions, Inc.
205 Campus Drive
Edison NJ 08837
Daniel.Kopcow@westonsolutions.com
Fax: 732-417-5801

The Parties may change their duly authorized representatives at any time by providing written notice to the other Parties.

20. Effective Date.

This REMEDIATION AGREEMENT will have no effect unless approved by order of the Bankruptcy Court, and the Effective Date shall be the date on which the Bankruptcy Court issues an order approving this REMEDIATION AGREEMENT. This REMEDIATION AGREEMENT may be executed prior to approval of the Bankruptcy Court, but will not be effective unless approved by order of the Bankruptcy Court. If this REMEDIATION AGREEMENT is not approved by the Bankruptcy Court, it is null and void. In the event the order of the Bankruptcy Court is stayed prior to any of the required dates for action set forth in Paragraph 26 of the Settlement Agreement, the

Parties shall be put back into the position as if the Order had not been issued. In the event the order of the Bankruptcy Court is vacated or reversed prior to any of the required dates for action set forth in Paragraph 26 of the Settlement Agreement, this REMEDIATION AGREEMENT shall be null and void and the Parties shall not be bound hereunder or under any document executed in connection herewith.

21. Termination

A. Cause for Termination. The Parties hereby agree that because of the substantial duties and obligations undertaken herein, this REMEDIATION AGREEMENT may only be terminated for the following reasons:

- (i) Cause, which shall mean the failure of FIRM to fulfill a material obligation under this REMEDIATION AGREEMENT or the Policy; or
- (ii) Bankruptcy or insolvency of FIRM.

B. Notice of Termination. In order to terminate this REMEDIATION AGREEMENT, HATCO shall provide FIRM and the other Parties with written notice of its intent to terminate and a full and complete description of the cause for termination. FIRM shall have thirty (30) days in which to: (i) cure the alleged default, or (ii) begin to undertake activities necessary to cure if such activities cannot reasonably be completed within thirty (30) days. In the event FIRM is unable to cure within 30 days, it shall, within thirty (30) days, provide written notice to HATCO of its intent to cure and a written plan and schedule for implementing such cure within ninety (90) days.

C. Termination. In the event that FIRM has failed to cure, has failed to provide notice of its intent to cure, or has failed to cure within 90 days after providing notice of intent to cure, HATCO shall initiate termination and replacement of FIRM, subject to approval by NJDEP.

22. Governing Law

To the extent allowable under the United States Bankruptcy Code, this REMEDIATION AGREEMENT shall be governed by and construed and enforced in accordance with the laws of the State of New Jersey.

23. Entire Agreement

This REMEDIATION AGREEMENT, the Settlement Agreement, the ACO, the Policy and the NRD Settlement Agreement constitute the entire agreement of the Parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, representations, letters of agreement or intent, and statements are merged herein.

24. Severability

If any term, covenant, condition, or provision of this REMEDIATION AGREEMENT is found by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this REMEDIATION AGREEMENT shall remain in full force and effect, and shall in no way be affected, impaired, or invalidated thereby.

25. Waiver

No waiver of any provision of this REMEDIATION AGREEMENT shall be effective unless such waiver is in writing and signed by the party against whom enforcement of the same is sought. Failure to enforce any provision of this REMEDIATION AGREEMENT or to require at any time performance of any provision hereof shall not be construed to be a waiver of such provision, or to affect the validity of this REMEDIATION AGREEMENT or the right of any party to enforce each and every provision in accordance with the terms hereof. No waiver of any provision of this REMEDIATION AGREEMENT shall affect the right of CLIENT or FIRM thereafter to enforce such provision or to exercise any right or remedy available to it in the event of any other default involving such provision or any other provision. Making payment or performing pursuant to this REMEDIATION AGREEMENT during the existence of a dispute shall not be deemed to be and shall not constitute a waiver of any claims or defenses of the party so paying or performing.

26. Assignment

This REMEDIATION AGREEMENT is personal to the Parties hereto and is not intended for the benefit of any third party. Except as set forth below, this REMEDIATION AGREEMENT shall not be assignable to any other party without the prior, written authorization of the other Parties hereto. Such authorization may be denied by any Party in its sole discretion. Notwithstanding the above, HATCO may assign this REMEDIATION AGREEMENT in its entirety to a related company (parent, sister, or subsidiary) or to a purchaser or lessee of the Hatco Facility without prior written authorization of the other Parties, provided at least forty-five (45) days prior written notice is submitted to such Parties and, provided any such purchaser, assignee or lessee agrees to assume all of HATCO's rights and obligations hereunder.

27. Counterparts

This REMEDIATION AGREEMENT may be executed in multiple counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

HATCO CORPORATION

April 7, 2005
Date

W.R. GRACE & CO.-CONN.

Date _____

REMEDIUM GROUP, INC.

Date _____

WESTON SOLUTIONS, INC.

Date _____


IN WITNESS WHEREOF, the undersigned Parties enter into this REMEDIATION AGREEMENT.

HATCO CORPORATION

By: David J. Mason
Vice President Regulatory Affairs

Date

W.R. GRACE & CO.-CONN.


By: William M. Corcoran
Vice President Public and
Regulatory Affairs

Date

4/8/05

REMEDIUM GROUP, INC.

By: Robert J. Medler
Director

Date

WESTON SOLUTIONS, INC.

By: Patrick G. McCann
President and CEO

Date

IN WITNESS WHEREOF, the undersigned Parties enter into this REMEDIATION AGREEMENT.

HATCO CORPORATION

By: David J. Mason
Vice President Regulatory Affairs

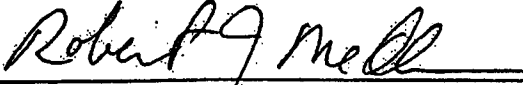
Date

W.R. GRACE & CO.-CONN.

By: William M. Corcoran
Vice President Public and
Regulatory Affairs

Date

REMEDIUM GROUP, INC.


By: Robert J. Medler
Director

Date

4/8/05

WESTON SOLUTIONS, INC.

By: Patrick G. McCann
President and CEO

Date

IN WITNESS WHEREOF, the undersigned Parties enter into this REMEDIATION AGREEMENT.

HATCO CORPORATION

By: David J. Mason
Vice President Regulatory Affairs

Date

W.R. GRACE & CO.-CONN.

By: William M. Corcoran
Vice President Public and
Regulatory Affairs

Date

REMEDIUM GROUP, INC.

By: Robert J. Medler
Director

Date

WESTON SOLUTIONS, INC.


By: Patrick G. McCann
President and CEO

4/7/05
Date

Record and Return to:
Anthony J. Reitano, Esq.
Herold and Haines, P.A.
25 Independence Boulevard
Warren, New Jersey 07059

EXHIBIT B
(exhibits omitted)

Prepared by:

Anthony J. Reitano, Esq.

SETTLEMENT AGREEMENT
BETWEEN HATCO, DEBTORS, NJDEP, WESTON, AND ACE

This Settlement Agreement is entered into by and among Hatco, Debtors, NJDEP, Weston, and ACE, all as defined herein and collectively referred to as the "Parties," this 8th day of April 2005.

WHEREAS, Hatco Corporation ("Hatco") is the current owner and operator of the Hatco Facility (as defined herein) that was formerly owned and operated by W. R. Grace & Co.-Conn. ("Grace") (together with W. R. Grace & Co. and Remedium Group, Inc., a subsidiary of W. R. Grace & Co., referred to herein as the "Debtors");

WHEREAS, NJDEP issued a Directive and Notice to Insurers to Hatco and Grace, dated July 22, 1992, asserting that those parties discharged hazardous substances at and from the Hatco Facility and, therefore, are liable pursuant to the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 et seq., and demanding that Hatco and Grace conduct a remediation to address hazardous substances at and from the Hatco Facility (the "Directive");

WHEREAS, Hatco entered into an Administrative Consent Order with NJDEP, effective September 9, 1992 (the "Hatco ACO");

WHEREAS, the environmental conditions at, or emanating from, the Hatco Facility may give rise to additional liabilities of Debtors and Hatco;

WHEREAS, Hatco initiated litigation against Grace to determine their respective legal and equitable obligations with respect to costs, damages and liability arising out of environmental conditions at, or emanating from, the Hatco Facility;

WHEREAS, after extensive litigation in the federal and state courts, Grace and Hatco settled their litigation in a settlement agreement dated July 1, 1996 (the "1996 Settlement Agreement") that, among other things, provided for Grace and Hatco to remediate the Site, as defined herein, cooperatively and to participate jointly in the resolution of future costs and expenses in connection with such remediation in accordance with the terms of the 1996 Settlement Agreement;

WHEREAS, Grace and Hatco assert that they have worked cooperatively to address contamination at the Site since entering into the 1996 Settlement Agreement;

WHEREAS, on April 2, 2001, the Debtors filed their voluntary petitions for relief under Chapter 11 of the Bankruptcy Code, as defined hereinafter, in the Bankruptcy Court, as defined hereinafter; the Chapter 11 cases have been consolidated for administrative purposes only under Case No. 01-1139; and pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code, the

B05533PG290

Debtors continue to operate their businesses and manage their properties as debtors in possession;

WHEREAS, on or about March 28, 2003, Hatco filed a Proof of Claim numbered 9569 for \$34 million against Grace relating to the obligations and liabilities of Grace for environmental conditions at the Site;

WHEREAS, when filing the Hatco Claim, Hatco expressly reserved all rights, whether statutory, regulatory, arising by common law, equity or otherwise, against Grace, its estate, and third parties, none of which were waived or relinquished by the filing of the Hatco Claim;

WHEREAS, NJDEP has been advised that, in the absence of this Settlement Agreement, the Debtors would have objected to certain allegations in the Hatco Claim, and Hatco would have defended against the Debtors' objections;

WHEREAS, the Debtors, NJDEP and Hatco seek to avoid litigation concerning existing or potential claims, rights, and causes of action arising from environmental conditions at the Site;

WHEREAS, the Debtors seek to obtain protection through the consensual and voluntary resolution of their responsibilities for the Site as set forth herein and in the documents executed in connection herewith, from and against all claims, rights, causes of action, responsibilities and obligations that now exist or have been or may in the future be asserted by NJDEP and Hatco, or arise relating to environmental conditions at the Site resulting from discharges at or emanating or emanated from the Hatco Facility, as well as from and against all claims, rights, causes of action, responsibilities and obligations to NJDEP and Hatco arising under the 1996 Settlement Agreement;

WHEREAS, Debtors, Hatco and Weston Solutions, Inc. ("Weston") have executed a Remediation Agreement (the "Remediation Agreement") (an executed copy of which is attached hereto and incorporated herein as Exhibit "A"), whereby Weston will accept certain responsibilities as described in the Remediation Agreement;

WHEREAS, Debtors, Hatco and Weston have negotiated a Remediation Expense Containment and Premises Pollution Liability Insurance Policy (the "Policy") with ACE American Insurance Company ("ACE") (a copy of which is attached hereto and incorporated herein as Exhibit "B"), which, subject to the satisfaction of the conditions herein, will be issued by ACE;

WHEREAS, Weston, ACE and NJDEP will enter into a new Administrative Consent Order (the "Weston Administrative Consent Order") (a copy of which, already executed by Weston and ACE, is attached hereto and incorporated herein as Exhibit "C" and which will be executed by NJDEP as provided herein);

WHEREAS, Grace, Hatco, and Weston have already entered into a settlement agreement with NJDEP's Office of Natural Resources Restoration dated April 7, 2005 (the "NRD Settlement Agreement"); and

WHEREAS, the Parties believe that the settlement of matters governed by this Settlement Agreement is in the public interest and is an appropriate means of resolving these matters to address environmental concerns and in an attempt to avoid the costs and uncertainties of litigation involved.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound:

IT IS HEREBY STIPULATED and agreed to by and among the Parties, subject to the approval by the Bankruptcy Court, as follows:

DEFINITIONS

1. In this Settlement Agreement, the following terms shall have the following meanings:

A. "1996 Settlement Agreement" shall have the meaning given thereto in the recitals.

B. "ACE" shall have the meaning given thereto in the recitals.

C. "Applicable Law" shall mean any federal, state or local statute, law, ordinance, regulation, directive, order, judicial decision or other enforceable requirement of any Governmental Authority, now in effect or enacted in the future, pertaining to the Investigation and Remediation or protection of human health and/or the environment. Such Applicable Law shall include, but shall not be limited to: the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 *et seq.*, the Solid Waste Management Act, N.J.S.A. 13:1E-1 *et seq.*, the Water Pollution Control Act, N.J.S.A. 58:10A-1 *et seq.* and the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §§ 9601 *et seq.*, the Solid Waste Disposal Act and the Resource Conservation and Recovery Act ("SWDA" and "RCRA"), 42 U.S.C. §§ 6901 *et seq.*, the Clean Air Act, 42 U.S.C. §§ 7401 *et seq.*, the Clean Water Act, 33 U.S.C. §§ 1251 *et seq.*, and the Toxic Substances Control Act, 15 U.S.C. §§ 2601 *et seq.*

D. "Bankruptcy Case" shall mean In re W.R. Grace & Co., et al., Case No. 01-1139 (Jointly Administered).

E. "Bankruptcy Code" shall mean Title 11 of the United States Code as now in effect or hereafter amended and the Federal Rules of Bankruptcy Procedure.

F. "Bankruptcy Court" shall mean the United States Bankruptcy Court for the District of Delaware.

G. "Claims" shall have the meaning provided in Section 101(5) of the Bankruptcy Code.

H. "Contamination" or "Contaminant" shall mean any discharged hazardous substance as defined pursuant to N.J.S.A. 58:10-23.11b, hazardous waste as defined pursuant to N.J.S.A. 13:1E-38, or pollutant as defined pursuant to N.J.S.A. 58:10A-3; .

I. "Contract Price" shall mean the amount to be paid by Debtors and Hatco pursuant to the Remediation Agreement.

J. "Debtors" shall have the meaning given thereto in the recitals.

K. "Directive" shall have the meaning given thereto in the recitals.

L. "EPA" shall mean the United States Environmental Protection Agency.

M. "Executed Documents" shall mean this Settlement Agreement and the Weston Administrative Consent Order.

N. "Final Effective Date" shall mean the point in time when the following have all been accomplished: (1) the Bankruptcy Court issues an Order approving this Settlement Agreement and the Remediation Agreement; (2) Debtors and Hatco have paid the Contract Price; (3) ACE has issued the Policy; (4) NJDEP has executed the Weston Administrative Consent Order; and (5) NJDEP has approved ACE's providing, on behalf of Weston, a self-guarantee as the initial remediation funding source the Policy and ACE's self-guarantee application.

O. "Final Order" shall mean an order of the Bankruptcy Court as to which the time to appeal, petition for *certiorari*, or move for reargument or rehearing has expired, and to which no appeal, petition for *certiorari*, or proceedings for reargument or rehearing shall then be pending, or as to which any right to appeal, petition for *certiorari*, reargue, or rehear shall have been waived in writing in form and substance satisfactory to the Debtors, or, in the event an appeal, writ of *certiorari*, or reargument or rehearing thereof has been sought, such order of the Bankruptcy Court shall have been affirmed by the highest court to which such order was appealed, or *certiorari*, reargument or rehearing shall have been denied, and the time to take any further appeal, petition for *certiorari* or move for reargument or rehearing shall have expired.

P. "Governmental Authority" shall mean any federal, state or local governmental regulatory or administrative agency, commission, department, board, or other governmental subdivision, court, tribunal, arbitral body or other governmental authority or other subdivision, department or branch of any of the foregoing.

Q. "Grace" shall have the meaning given thereto in the recitals.

R. "Hatco" shall have the meaning given thereto in the recitals.

S. "Hatco ACO" shall have the meaning given thereto in the recitals.

T. "Hatco Claim" shall mean Proof of Claim number 9569 filed by Hatco on or about March 28, 2003 in the Bankruptcy Case, including all riders and exhibits thereto.

805533PG293

U. "Hatco Facility" shall mean all property (real and otherwise) located at 1020 King Georges Post Road, Fords, New Jersey (designated as Blocks 60 and 67, Lots 100A and 1B1 on the Woodbridge Township municipal tax maps, located between Industrial Avenue and King Georges Post Road).

V. "Investigation and Remediation" shall mean all activities necessary to investigate and remediate Pre-Existing Pollution Conditions at, under, or migrated or migrating from the Hatco Facility to comply with Applicable Law and the requirements of Governmental Authorities, including the RAWP, the Weston Administrative Consent Order, the risk-based PCB remedy approval letter issued by the EPA, and as further defined in the Remediation Agreement, with the understanding that the term remediation as used in the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 *et seq.*, includes investigation.

W. "Investigation and Remediation Liability" shall mean the obligation of Debtors and Hatco to perform Investigation and Remediation, with the understanding that the term remediation as used in the Spill Compensation and Control Act, N.J.S.A. 58:10-23.11 *et seq.*, includes investigation.

X. "NJDEP" shall mean the New Jersey Department of Environmental Protection or any legal successor thereto.

Y. "Order" means an order of the Bankruptcy Court that has been duly entered in the Bankruptcy Case and that has not been stayed, reversed, or vacated by a court of competent jurisdiction, without regard to whether it is a Final Order.

Z. "Parties" shall have the meaning given thereto in the recitals.

AA. "Plan of Reorganization" or "Plan" shall mean any Chapter 11 plan of reorganization that is confirmed and becomes effective in the Bankruptcy Case.

BB. "Policy" shall have the meaning given thereto in the recitals.

CC. "Policy Issuance Conditions" shall have the meaning given thereto in Paragraph 26(e) herein.

DD. "Pollutant" for purposes of this document shall mean any substance, material or waste which is defined as or contains Contamination, hazardous waste, hazardous material, hazardous substance, extremely hazardous waste, restricted hazardous waste, pollutant, solid waste, fill, toxic waste, or toxic substance under any Applicable Law. The term Pollutant shall include, but not be limited to, petroleum; petroleum products; asbestos-containing material except where installed or applied in, on or to any building or any structure; radioactive materials; polychlorinated biphenyls; and all substances defined as Hazardous Substances, Oils, Pollutants or Contaminants in the National Oil and Hazardous Substances Pollution Contingency Plan, 40 C.F.R. § 300.5, and comparable state regulations.

EE. "Pollution Conditions" shall mean the discharge, dispersal, release, presence or escape of any Pollutant, directly or indirectly, into or upon land, the atmosphere or any watercourse or body of water, including groundwater at or emanating from the Site.

FF. "Pollution Liability" shall mean the obligation of Debtors and Hatco for risks resulting from any Pre-existing Pollution Condition at, under, or migrated or migrating from the Site, including, but not limited to, third-party bodily injury, property damage and natural resources damage, but excluding liability to employees of Debtors and/or Hatco, or members of the employees' families, arising out of workplace exposure to Pre-existing Pollution Conditions except to the extent caused by or arising from the acts or omissions of Weston.

GG. "Pre-existing Pollution Conditions" shall mean Pollution Conditions at the Site caused by operations or conditions existing prior to November 4, 2002, including without limitation, the effects of continuing discharges of Pollutants from discharges commencing prior to November 4, 2002.

HH. "Premium" shall mean the premium for the Policy.

II. "RAWP" shall mean the Remedial Action Work Plan as approved by NJDEP on February 17, 2005, incorporating a certain "Draft Remedial Action Work Plan" for the Site dated March 29, 2001, prepared by URS, as amended by addendum letters dated March 27, 2002, and November 15, 2004, and any subsequent modifications to be approved in writing by NJDEP, including any modification required to incorporate the requirements of the risk-based PCB remedy approval letter issued by the United States Environmental Protection Agency on March 30, 2005.

JJ. "Remediation Agreement" shall have the meaning given thereto in the recitals.

KK. "Settlement Agreement" shall have the meaning given thereto in the recitals.

LL. "Site" shall mean the Hatco Facility and all property (real or otherwise) to which Pollutants therefrom have emanated, are emanating, or will emanate.

MM. "Weston" shall have the meaning given thereto in the recitals.

NN. "Weston Administrative Consent Order" shall have the meaning given thereto in the recitals.

PARTIES BOUND; SUCCESSION AND ASSIGNMENT

2. This Settlement Agreement applies to, is binding upon, and shall inure to the benefit of NJDEP, Hatco, Hatco's legal successors and assigns (which shall include but not be

limited to purchasers of the Hatco Facility), Weston, Weston's legal successors and assigns, ACE, ACE's legal successors and assigns, the Debtors, the Debtors' bankruptcy estate, their creditors and parties in interest in the Bankruptcy Case, the Debtors' legal successors and assigns, and any trustee, examiner or receiver appointed in the Bankruptcy Case. Further, the access described in Paragraph 24 of this Settlement Agreement is intended as a covenant running with the land. NJDEP is entering this Settlement Agreement pursuant to its authority granted under N.J.S.A. 13:1D-9.

EFFECTIVE DATE

3. Except for Paragraphs 26 through 29 of this Settlement Agreement, which shall become effective upon execution of this Settlement Agreement by the Parties, and subject to Paragraph 27 hereof, this Settlement Agreement shall become effective as of the date that this Settlement Agreement and the Remediation Agreement are approved by Order of the Bankruptcy Court. The Parties note that the Final Effective Date is defined in Paragraph 1.N of this Settlement Agreement.

SETTLEMENT OF CLAIMS

4. In part to participate in the remediation of the Site, the Debtors consent to pay the Debtors' share of the Contract Price in settlement and satisfaction of any and all claims, rights and causes of action that NJDEP may have against Debtors, whether legal, equitable, civil or administrative, for all past, present and future claims with respect to Contamination at the Site, whether known or unknown, for which such a claim could be asserted against the Debtors by NJDEP. The Debtors consent to pay the Debtors' share of the Contract Price in settlement and satisfaction of any and all claims, rights and causes of action, including the Hatco Claim, that Hatco may have against Debtors, whether legal, equitable, or civil, for all past, present and future claims with respect to Investigation and Remediation Liability and Pollution Liability, and any and all liability arising under the 1996 Settlement Agreement, whether known or unknown, for which such a claim could be asserted against the Debtors by Hatco.

5. In part to participate in the remediation of the Site, Hatco consents to pay Hatco's share of the Contract Price in settlement and satisfaction of any and all claims, rights and causes of action NJDEP may have against Hatco, whether legal, equitable, civil or administrative, for all past, present and future claims rights, and causes of action with respect to Contamination at the Site, whether known or unknown, for which such a claim could be asserted against Hatco by NJDEP. Hatco consents to pay Hatco's share of the Contract Price in settlement and satisfaction of any and all claims, rights and causes of action Debtors may have against Hatco, whether legal, equitable, or civil, for all past, present and future claims with respect to Investigation and Remediation Liability and Pollution Liability, and any and all liability arising under the 1996 Settlement Agreement, whether known or unknown, for which such a claim could be asserted against Hatco by Debtors.

6. The terms of this Settlement Agreement shall satisfy in full the Hatco Claim and any Claims, rights, and causes of action Hatco may have with respect to the Debtors' liabilities and obligations for Investigation and Remediation under Applicable Law. Upon the Final Effective Date, Hatco shall have no further right to a distribution from the Debtors in the

Bankruptcy Case, or otherwise, with respect to the Debtors' liabilities and obligations for the Site under Applicable Law or the 1996 Settlement Agreement other than as set forth in this Settlement Agreement. The terms of this Settlement Agreement shall satisfy in full any Claims, rights, and causes of action NJDEP may have with respect to the Debtors' responsibilities and obligations for Contamination at or emanating or emanated from the Site. NJDEP, in reliance upon the Weston ACO, agrees not to seek distribution from Debtors.

COVENANTS NOT TO SUE

7. Hatco releases and discharges Debtors and all affiliated, related, parent and subsidiary entities, all present and former officers, employees, agents, and successors and assigns of and from any and all actions, causes of actions, suits, claims, complaints, liabilities, obligations, promises, agreements, controversies, damages, judgments, remedies, rights, demands, costs, losses, debts and expenses of any nature whatsoever, known or unknown, whether in law or in equity, which Hatco had, now has, or in the future may have against Debtors arising from the 1996 Settlement Agreement or related to the Site, including natural resource damages, resulting from Pollutants at or emanating or emanated from the Hatco Facility including, but not limited to, those set forth in the Hatco Claim and, further, Hatco covenants not to file a civil suit or take other action against Debtors, their employees or representatives, with respect to the Site. This release and covenant not to sue shall take effect upon the Final Effective Date.

8. Debtors release and discharge Hatco and all affiliated, related, parent and subsidiary entities, all present and former officers, employees, agents, and successors and assigns of and from any and all actions, causes of actions, suits, claims, complaints, liabilities, obligations, promises, agreements, controversies, damages, judgments, remedies, rights, demands, costs, losses, debts and expenses of any nature whatsoever, known or unknown, whether in law or in equity, which Debtors had, now have, or in the future may have against Hatco arising from the 1996 Settlement Agreement or related to the Site, including natural resource damages, resulting from Pollutants at or emanating or emanated from the Hatco Facility commencing prior to November 4, 2002. Debtors covenant not to file a civil suit or to take other action against Hatco, its employees or representatives, with respect to the Site. This release and covenant not to sue shall take effect upon the Final Effective Date.

9. In reliance upon Weston's agreement to conduct the Investigation and Remediation of the Site, NJDEP covenants not to file a civil suit or take any administrative or other action related to the Site for past environmental contamination resulting from Contamination at the Site against Debtors and all present and former officers, employees, agents, and successors and assigns, including but not limited to any action to enforce the Directive. This covenant not to sue shall take effect upon the Final Effective Date.

10. Debtors and all of their present and former officers, employees, agents, and successors and assigns covenant not to file a civil suit or take other action against NJDEP, its employees or representatives, related to the Site for past environmental contamination resulting from Contamination at the Site, including but not limited to, any direct or indirect claim for reimbursement from the Spill Fund pursuant to N.J.S.A. 58:10-23.11 *et seq.*, or any other provision of law.

11. NJDEP promises that so long as one of the conditions at the end of this paragraph are met, in its enforcement discretion, it will seek performance of the Investigation and Remediation by Weston or a replacement contractor, and will not file a civil suit or take any administrative or other action related to the Site for past environmental contamination resulting from Contamination at the Site commencing prior to November 4, 2002 against Hatco and all their present and former officers, employees, agents, and successors and assigns including but not limited to any action to enforce the Directive or the Hatco ACO. NJDEP's promise to do so shall take effect upon the Final Effective Date, and shall be effective for so long as any one of the following conditions are met: (a) the Policy remains in effect and its limits are not exhausted; (b) Weston or a replacement contractor are performing Investigation and Remediation of the Site, or (c) a No Further Action letter is issued, regardless of (a) or (b) above.

12. Provided the promise from NJDEP granted in Paragraph 11 remains in effect, Hatco promises not to file a civil suit or take other action against NJDEP, its employees or representatives, related to the Site for past environmental contamination resulting from Contamination at the Site commencing before November 4, 2002, including, but not limited to, any direct or indirect claim for reimbursement from the Spill Fund pursuant to N.J.S.A. 58:10-23.11 *et seq.*, or any other provision of law.

13. As of the Final Effective Date, this Settlement Agreement shall supercede the 1996 Settlement Agreement; the 1996 Settlement Agreement shall be null and void; and the parties thereto shall no longer be bound thereunder.

14. This Settlement Agreement in no way impairs the scope and effect of the Debtors' discharge under Section 1141 of the Bankruptcy Code as to any third parties or as to any Claims that are not addressed by this Settlement Agreement.

15. As described in the Remediation Agreement, Weston shall determine whether or not Contamination at the Site is a Pre-Existing Pollution Condition, and, upon written request by NJDEP or any other party, Weston will demonstrate whether a discharge occurred before, on or after November 4, 2002.

16. Notwithstanding the foregoing, the covenants not to sue contained in this Settlement Agreement shall not apply to actions to enforce the terms of this Settlement Agreement.

RESERVATION OF RIGHTS

17. Nothing in this Settlement Agreement shall be construed to create any rights in, or grant any cause of action to, any person not a Party to this Settlement Agreement. NJDEP, Hatco, Debtors, Weston and ACE expressly reserve all claims, rights, demands, and causes of action, either judicial or administrative, past, present or future, in law or in equity, which NJDEP, Hatco, Debtors, Weston or ACE may have against all other persons, firms, corporations, or entities for any matter arising at or relating to the Site.

18. NJDEP, Hatco and Debtors reserve their respective rights, if any, and this Settlement Agreement is without prejudice to matters arising at or from any site other than this

Site. NJDEP and Hatco reserve their respective rights, if any, and this Settlement Agreement is without prejudice to matters arising from any discharge at the Hatco Facility commencing on or after November 4, 2002.

19. Nothing in this Settlement Agreement shall be construed to limit NJDEP's rights to collect from Weston any and all unpaid oversight costs, or in the case of Hatco, any and all unpaid oversight costs incurred by NJDEP prior to the Final Effective Date. NJDEP may seek recourse against any remediation funding source in accordance with N.J.S.A. 58:10B-3 and N.J.A.C. 7:26C, Subchapter 7, as in effect on the date first set forth above, provided, however, that this sentence in no way modifies or expands the terms and conditions of the Policy, the Weston Administrative Consent Order or ACE's rights and obligations thereunder or hereunder.

20. With the sole exceptions of ACE's duty to issue the Policy within five business days of its receipt of the Premium pursuant to Paragraph 26 (which duty is expressly conditioned on the timely satisfaction of the Policy Issuance Conditions) and its duty to submit annual self-guarantee applications pursuant to Paragraph 26, notwithstanding anything else to the contrary in the Executed Documents, ACE is not assuming any liability, obligation or duty, express or implied, outside the terms and limits of the Policy, and nothing in the Executed Documents shall be deemed to modify in any respect the terms, conditions, duration or limits of the Policy. Payment of the Policy's aggregate limit of liability will end ACE's obligation under the Policy and the Executed Documents. It is acknowledged (i) that ACE is not and will not be deemed, by virtue of the Policy, the Executed Documents or its issuance or execution thereof, to be an owner, operator, arranger, responsible party or contractor with respect to the Site under any Applicable Law; and (ii) if there are any inconsistencies between any Executed Document or any attachments or documents referenced therein (other than the Policy), on the one hand, and the Policy, on the other hand, the terms, conditions, duration and limits of the Policy will control the rights, duties, liabilities and obligations of ACE with respect to the Site, Weston, Hatco and Debtors, and NJDEP.

21. Notwithstanding anything contrary in the Executed Documents, Weston is not assuming any liability, obligation, or duty, express or implied, outside the limits of the Remediation Agreement, and nothing in the Executed Documents shall be deemed to modify in any respect the terms, conditions, duration, or limits of the Remediation Agreement. It is acknowledged (i) that Weston is not and will not be deemed, by virtue of its remediation activities, to be an owner or operator with respect to the Site; and (ii) if there are any inconsistencies between the Executed Documents and any attachments or documents referenced therein (other than the Remediation Agreement), on the one hand, and the Remediation Agreement, on the other hand, the terms, conditions, duration and limits of the Remediation Agreement will control the rights, duties, liabilities and obligations of Weston with respect to the Site, Hatco, and the Debtors, and NJDEP.

22. Pursuant to N.J.A.C. 7:26C-7.7, NJDEP has agreed to accept ACE's providing, on behalf of Weston, a self-guarantee as the initial remediation funding source to be posted under the Weston Administrative Consent Order. NJDEP has agreed that ACE may, through submission of an annual self-guarantee application pursuant to Paragraph 26 of this Settlement Agreement, continue to serve as the self guarantor on behalf of Weston under the Weston

Administrative Consent Order, provided ACE satisfies the financial criteria set forth at N.J.A.C. 7:26C-7.7, until the Policy is cancelled or expires or its limits are exhausted.

23. Notwithstanding anything to the contrary in the Executed Documents, (i) Weston shall provide a new, additional or supplemental remediation funding source, as the case may be, if the remaining limits of the Policy are not equal to or greater than the estimated cost of implementing the remediation, including estimated cost of maintaining engineering and institutional controls, as applicable, or if the Policy is cancelled or expires or its limits are exhausted, or if ACE no longer satisfies the financial criteria set forth at N.J.A.C. 7:26C-7.7 to provide, on behalf of Weston, the self-guarantee; and (ii) under no circumstances shall ACE be required to provide any new, additional or supplemental remediation funding source.

24. Hatco hereby grants access to Weston and NJDEP to the Hatco Facility for the purposes of performing their obligations and exercising their rights pursuant to the Remediation Agreement and the Weston Administrative Consent Order. Weston's access shall be as set forth and limited in the Remediation Agreement. This access agreement shall apply as set forth in Paragraph 2 of this Settlement Agreement. Hatco shall include in any lease of all or a portion of the Hatco Facility a requirement that such lessee provide similar access to NJDEP and Weston as set forth above.

25. By entering into this agreement, NJDEP is not intending to create any binding precedent whatsoever.

IMPLEMENTATION

26. The Parties to this Settlement Agreement will perform the following actions:

- (a) Within five (5) days after this Settlement Agreement is fully executed by the Parties, and annually thereafter until the Policy is cancelled or expires, ACE shall submit to NJDEP a completed self-guarantee application in accordance with N.J.A.C. 7:26C- 7.7; provided, however, that: (i) ACE may include such additions to and notations on any application form it submits as ACE deems in its sole discretion to be necessary or appropriate to define ACE's limited role, as described in this Settlement Agreement, the Policy or the Executed Documents; (ii) in the case of annual submissions required under this Paragraph, Weston provides ACE written notice of the requirement contained in this Paragraph at least 30 days and not more than 60 days in advance of the date on which such filing is required; and (iii) ACE's obligations under the Executed Documents shall at no time require that ACE or any of its affiliates agree to assume, undertake, or otherwise subject itself to, any liability, potential liability, obligation, or potential obligation beyond or in addition to the terms, conditions and limits of liability contained elsewhere in the Policy (including but not limited to the posting of collateral or other security), or incur any out of pocket costs or expenses, other than nominal costs required for execution and delivery of the required submittals.
- (b) As soon as practicable after this Settlement Agreement is fully executed by the Parties, the Debtors shall seek an Order approving this Settlement Agreement and the Remediation Agreement, under Bankruptcy Rule 9019.

- (c) NJDEP agrees that within fourteen (14) calendar days of its receipt of the Order approving this Settlement Agreement and the Remediation Agreement, NJDEP will execute the Weston Administrative Consent Order and approve the initial remediation funding source.
- (d) Subsequent to the issuance of the Order approving this Settlement Agreement and the Remediation Agreement and subsequent to NJDEP executing the Weston Administrative Consent Order and approving the initial remediation funding source, Debtors and Hatco will pay the Contract Price as described in the Remediation Agreement and Weston will pay ACE the Premium. The amount of the Premium and the initial notional experience credit figure under the Policy were specified in writing by ACE on April 4, 2005. If the Policy Issuance Conditions are not satisfied by May 9, 2005, the amount of the Premium and the initial notional experience credit figure will be reset by ACE to amounts determined by ACE on the date Weston pays the Premium based on interest rate market conditions on such date and premium tax adjustments.
- (e) Provided that by June 24, 2005 (or a later date(s) agreed to in writing by all the Parties)
 - (i) an Order approving this Settlement Agreement and the Remediation Agreement is issued (and has not been appealed, vacated or reversed within five (5) business days of ACE's receipt of the Premium) and (ii) ACE receives the Premium by wire transfer to an account designated in writing by it (collectively, the "Policy Issuance Conditions"), the satisfaction of both are a condition precedent to ACE's obligation to issue the Policy, ACE will issue the final Policy within five (5) business days of its receipt of the Premium.
- (f) Within five (5) business days of its receipt of the issued Policy, Weston will provide a true and correct copy of the Policy to NJDEP to be attached as Exhibit "A" to the Weston Administrative Consent Order.
- (g) Within thirty (30) calendar days of the Final Effective Date, Hatco will record a recordable copy of this Agreement with the County Clerk, Middlesex County, State of New Jersey.
- (h) Promptly after Weston's receipt of a letter from EPA approving the proposed risk based PCB disposal remedy for the Site, Weston shall provide EPA any and all notifications and take any and all other actions in order to make the EPA approval effective.

27. If by June 24, 2005 (or a later date(s) agreed to in writing by all the Parties) the Policy Issuance Conditions are not satisfied: (a) this Settlement Agreement, the Remediation Agreement, the Policy, and the Weston Administrative Consent Order shall be null and void and the Parties shall not be bound thereunder or hereunder, or under any document executed in connection therewith or herewith; (b) the Parties shall have no liability or obligation to one another arising out of or in connection with this Settlement Agreement, the Remediation Agreement, the Policy, or the Weston Administrative Consent Order or under any document executed in connection therewith; (c) the 1996 Settlement Agreement and the Hatco Claim shall

remain in full force and effect; (d) neither this Settlement Agreement, the Remediation Agreement, the Policy, the Weston Administrative Consent Order nor any document executed in connection herewith or therewith shall have any residual or probative effect or value, and it shall be as if they had never been executed; (e) neither this Settlement Agreement, the Remediation Agreement, the Policy, the Weston Administrative Consent Order, nor any statements made in connection with settlement discussions and any documents prepared in connection herewith or therewith, may be used as evidence in any litigation between or among the Parties; and (f) the Hates ACO and the Directive will not be affected. In the event an Order approving this Settlement Agreement and the Remediation Agreement is stayed prior to any of the required dates for action set forth in Paragraph 26, the Parties shall be put into the position as if the Order had not been issued, and, further, Debtors shall seek to dissolve the stay.

AMENDMENTS/INTEGRATION AND COUNTERPARTS

28. This Settlement Agreement, the Remediation Agreement, the Weston Administrative Consent Order, the Policy, and the NRD Settlement Agreement shall constitute the sole and complete agreement of the Parties hereto with respect to the matters addressed herein and therein. This Settlement Agreement may not be amended except by a writing signed by the Parties.

29. This Settlement Agreement may be executed in counterparts each of which shall constitute an original and all of which when taken together shall constitute one and the same agreement.

RETENTION OF JURISDICTION

30. Except with respect to the Weston Administrative Consent Order which will be addressed by NJDEP as NJDEP sees fit in accordance with applicable state statutes and regulations, and the interpretation and enforcement of the Policy, from and after the entry of an Order approving this Settlement Agreement, the Bankruptcy Court shall retain jurisdiction over the remainder of the subject matter of this Settlement Agreement and the Parties hereto for the duration of the performance of the terms and provisions of this Settlement Agreement for the purpose of enabling any of the Parties to apply to the Bankruptcy Court at any time for such further order, direction and relief as may be necessary consistent with this Settlement Agreement; provided, however, that the retention of jurisdiction established herein shall not extend to controversies that are solely between or among Parties other than any of the Debtors.

NOTICES AND SUBMISSIONS

31. Whenever, under the terms of this Settlement Agreement, any document is required to be sent by one Party to another, it shall be directed to the individuals at the addresses specified below via U.S. first class mail or overnight courier, unless those individuals or their successors give notice of a change of address to the other Parties in writing. All notices and submissions shall be considered effective upon receipt, unless otherwise provided.

As to NJDEP:

Joseph J. Seebode, Assistant Commissioner
Site Remediation and Waste Management
New Jersey Department of Environmental Protection
401 East State Street, 6th Floor
Trenton, NJ 08625-0401

With a copy to:
Section Chief
Cost Recovery & Natural Resource Damages Section
Richard J. Hughes Justice Complex
25 Market Street
P.O. Box 093
Trenton, NJ 08625-0093

As to Hatco Corporation:

David J. Mason, Vice President, Regulatory Affairs
Hatco Corporation
1020 King George Post Road,
Fords, Middlesex County, NJ

With a copy to:
Anthony Reitano, Esq.
Herold and Haines, P.A.
25 Independence Boulevard
Warren, New Jersey 07059

As to the Debtors:

W. R. Grace & Co.
Corporate Secretary
W. R. Grace & Co.
7500 Grace Drive
Columbia, MD 21044

Remedium Group, Inc.
Robert J. Medler, Director
Remedium Group, Inc.
6401 Poplar Avenue Suite 301
Memphis TN 38119-4840

W. R. Grace & Co.-Conn.
Corporate Secretary
W. R. Grace & Co.-Conn.
7500 Grace Drive
Columbia, MD 21044

As to Weston:
Daniel Kopcow
Weston Solutions, Inc.
205 Campus Drive
Edison, NJ 08837

As to ACE:
Suresh Krishnan
Senior Vice President and General Counsel
ACE Financial Solutions, Inc.
1133 Avenue of the Americas
New York, NY 10036

SETTLEMENT AGREEMENT
BETWEEN HATCO, DEBTORS, NJDEP, WESTON, AND ACE

THE UNDERSIGNED PARTIES ENTER INTO THIS SETTLEMENT AGREEMENT

FOR THE STATE OF NEW JERSEY:

By:


Joseph J. Seebode

Assistant Commissioner, Site Remediation and Waste Management
New Jersey Department of Environmental Protection

STATE OF NEW JERSEY)
: SS.
COUNTY OF)

I CERTIFY that on April 7, 2005, JOSEPH J. SEEBODE, personally appeared before me, and stated under oath, to my satisfaction, that this person (or if more than one, each person) is named in and personally executed the attached instrument as his or her own act.


Notary Public

VANNESSA CRYSTELL QUANT
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES FEB. 23, 2009

805533PG305

SETTLEMENT AGREEMENT
BETWEEN HATCO, DEBTORS, NJDEP, WESTON, AND ACE

THE UNDERSIGNED PARTIES ENTER INTO THIS SETTLEMENT AGREEMENT

FOR WESTON SOLUTIONS, INC:

By: *Patrick G. McCann*
Patrick G. McCann
President and CEO

~~STATE OF NEW JERSEY~~ ^{Pennsylvania})
: SS.
COUNTY OF Chester)

I CERTIFY that on April 7, 2005, PATRICK G. McCANN, personally appeared before me, and stated under oath, to my satisfaction, that this person (or if more than one, each person) is named in and personally executed the attached instrument as his or her own act.

Michelle Walker
Notary Public

COMMONWEALTH OF PENNSYLVANIA
Notarial Seal
Michelle Walker, Notary Public
West Whiteland Twp., Chester County
My Commission Expires Apr. 17, 2008
Member, Pennsylvania Association Of Notaries

SETTLEMENT AGREEMENT
BETWEEN HATCO, DEBTORS, NJDEP, WESTON, AND ACE

THE UNDERSIGNED PARTIES ENTER INTO THIS SETTLEMENT AGREEMENT

FOR ACE AMERICAN INSURANCE COMPANY:

By: _____

Matthew G. Merna
Matthew G. Merna
Attorney-in-Fact

NEW YORK
STATE OF ~~NEW JERSEY~~)
COUNTY OF *New York*) : SS.

I CERTIFY that on *April 7*, 2005, MATTHEW G. MERNA, personally appeared before me, and stated under oath, to my satisfaction, that this person (or if more than one, each person) is named in and personally executed the attached instrument as his or her own act.

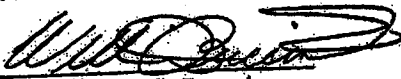
[Signature]
Notary Public

SURESH KRISHNAN
Notary Public, State of New York
No. 02KR5089157
Qualified in New York County
Commission Expires Dec. 8, 2005

SETTLEMENT AGREEMENT
BETWEEN HATCO, DEBTORS, NJDEP, WESTON, AND ACE

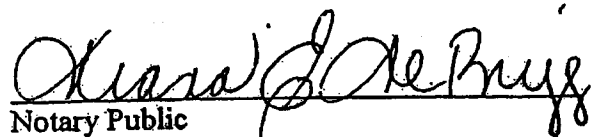
THE UNDERSIGNED PARTIES ENTER INTO THIS SETTLEMENT AGREEMENT

FOR HATCO CORPORATION:

By: 
William J. Buccine
Senior V.P. and CFO

STATE OF NEW JERSEY)
 : SS.
COUNTY OF)

I CERTIFY that on April 7, 2005, WILLIAM J. BUCCINE, personally appeared before me, and stated under oath, to my satisfaction, that this person (or if more than one, each person) is named in and personally executed the attached instrument as his or her own act.


Notary Public

DIANA E. DeBRIZZI
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES AUGUST 19, 2007

SETTLEMENT AGREEMENT
BETWEEN HATCO, DEBTORS, NJDEP, WESTON, AND ACE

THE UNDERSIGNED PARTIES ENTER INTO THIS SETTLEMENT AGREEMENT
FOR THE DEBTORS:

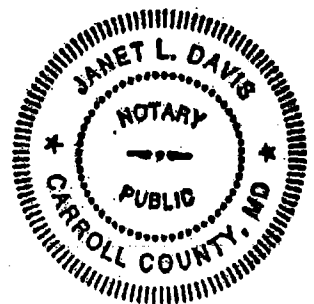
W.R. GRACE & CO.

By: *William M. Corcoran*
William M. Corcoran
Vice President, Public & Regulatory Affairs

Maryland
STATE OF ~~NEW JERSEY~~)
 : SS.
COUNTY OF *Howard*)

I CERTIFY that on 4/8/ 2005, WILLIAM M. CORCORAN, personally
appeared before me, and stated under oath, to my satisfaction, that this person (or if more than
one, each person) is named in and personally executed the attached instrument as his or her own
act.

Janet L. Davis
Notary Public
my commission expires: 9/1/06

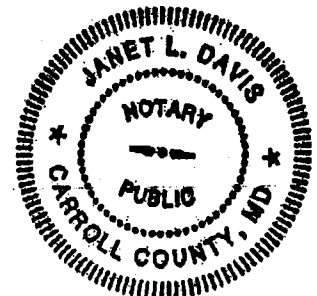


THE UNDERSIGNED PARTIES ENTER INTO THIS SETTLEMENT AGREEMENT
FOR THE DEBTORS:

By: William M. Corcoran
William M. Corcoran
Vice President, Public & Regulatory Affairs

I CERTIFY that on 4/8/ 2005, WILLIAM M. CORCORAN, personally
red before me, and stated under oath, to my satisfaction, that this person (or if more than
ach person) is named in and personally executed the attached instrument as his or her own

James L. Davis
Notary Public
my commission expires: 9/1/06



SETTLEMENT AGREEMENT
BETWEEN HATCO, DEBTORS, NJDER, WESTON, AND ACE

THE UNDERSIGNED PARTIES ENTER INTO THIS SETTLEMENT AGREEMENT
FOR THE DEBTORS:

REMEDIIUM GROUP, INC.

By: Robert J. Medler
Robert J. Medler
Director

Tennessee
STATE OF NEW JERSEY)
COUNTY OF Shelby) : SS.

I CERTIFY that on 4/8, 2005, ROBERT J. MEDLER, personally appeared before me, and stated under oath, to my satisfaction, that this person (or if more than one, each person) is named in and personally executed the attached instrument as his or her own act.

Maretha J. Harper
Notary Public

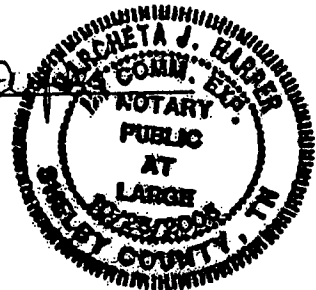


EXHIBIT C

TRUST AGREEMENT

Dated as of _____

among

**ACE AMERICAN INSURANCE COMPANY,
as Grantor**

**WESTON SOLUTIONS, INC.
as Primary Beneficiary**

**HATCO CORPORATION
as Secondary Beneficiary**

**and
[NAME OF BANK],
as Trustee**

TABLE OF CONTENTS

	<u>PAGE</u>
1. Deposit of Assets to the Trust Account	1
2. Withdrawal of Assets from the Trust Account	2
3. Redemption, Investment and Substitution of Assets	5
4. Interest, Dividends and Income	6
5. Right to Vote Assets	6
6. Additional Rights and Duties of the Trustee.....	6
7. The Trustee's Compensation, Expenses, etc.....	8
8. Resignation or Removal of the Trustee	8
9. Termination of the Trust Account.....	9
10. Taxes.....	9
11. Definitions.....	10
12. Governing Law; Jurisdiction.....	11
13. Successors and Assigns.....	12
14. Severability	12
15. Entire Agreement	12
16. Amendments	12
17. Notices, etc.....	12
18. Headings	13
19. Counterparts.....	13

Exhibits

EXHIBIT A Amount of Assets Initially Deposited to the Trust Account

TRUST AGREEMENT

This TRUST AGREEMENT, is effective as of _____ (the "Agreement"), among ACE American Insurance Company, a Pennsylvania insurance company (the "Grantor"), Weston Solutions, Inc. (the "Primary Beneficiary"), Hatco Corporation or its successors or assigns (the "Secondary Beneficiary"), and [insert name of bank and state and type of organization] (the "Trustee") (the Grantor, the Primary Beneficiary, the Secondary Beneficiary and the Trustee are hereinafter each sometimes referred to individually as a "Party" and collectively as the "Parties").

WITNESSETH:

WHEREAS, the Grantor has issued a Remediation Expense Containment and Premises Pollution Liability Insurance Policy, effective _____, 2005, to Weston Solutions, Inc. as the "named insured" thereunder (the "Policy");

WHEREAS, pursuant to the Policy, the Grantor is required, under certain conditions, to transfer to the Trustee for deposit into a trust account (the "Trust Account") an amount equal to the "notional experience credit" (as defined in the Policy) at the time of the transfer;

WHEREAS, the Trustee has agreed to act as Trustee hereunder, and to hold the assets transferred to the Trustee in trust in the Trust Account, for the sole use and benefit of the Grantor, the Primary Beneficiary and the Secondary Beneficiary as provided herein; and

WHEREAS, this Agreement is made for the purpose of setting forth the rights and obligations of the Grantor, the Primary Beneficiary and the Secondary Beneficiary and the duties and powers of the Trustee with respect to the Trust Account.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereby agree as follows:

1. Deposit of Assets to the Trust Account.

(a) The Grantor hereby establishes the Trust Account and the Trustee shall administer the Trust Account in the name of "ACE/Weston Trust Account for the benefit of ACE American Insurance Company and Weston Solutions, Inc. and Others" as Trustee to hold the assets transferred to the Trustee, which shall consist only of United States of America legal tender in cash ("Cash") and, if invested pursuant to Section 3, Eligible Securities (as hereinafter defined), together with all present and future income and distributions thereon and all proceeds of all of the foregoing (all such assets are herein referred to individually as an "Asset" and collectively as the "Assets"), for the sole use and benefit of the Grantor, the Primary Beneficiary and Secondary Beneficiary as provided herein. The Assets shall be subject to withdrawal by the Grantor, the Primary Beneficiary and Secondary Beneficiary solely as provided herein. The Trust Account shall be maintained at all times separate and distinct from all other assets of the Trustee or any other Person at any office or branch of the Trustee in the United States. The Trustee represents, warrants and covenants that: (i) it is, and at all times during the term of this Agreement shall be,

a bank that is a member of the Federal Reserve System, and (ii) it is not, and at all times during the term of this Agreement, shall not be a Parent, Subsidiary or Affiliate of the Grantor or the Primary Beneficiary.

(b) The Grantor hereby transfers, conveys and assigns to the Trustee, for deposit to the Trust Account, all of its right, title and interest in and to the Assets listed in Exhibit A hereto, to have and to hold in trust for the sole use and benefit of the Grantor, the Primary Beneficiary and Secondary Beneficiary as provided herein.

(c) Each of the Grantor, the Primary Beneficiary and Secondary Beneficiary hereby represents, warrants and covenants that (i) it has not and shall not grant or permit to be incurred any security interests or liens on the Assets or the Trust Account; (ii) it is a corporation duly organized, validly existing, and in good standing under the laws of its domicile; (iii) it has the corporate power to execute, deliver and perform the Agreement; (iv) it has taken all corporate action necessary to authorize the execution, delivery and performance of this Agreement and has duly executed and delivered it; and (v) this Agreement constitutes its valid obligation, legally binding upon it and is enforceable against it in accordance with the terms of the Agreement.

2. Withdrawal of Assets from the Trust Account.

(a) No funds shall be distributed by the Trustee to any Primary Beneficiary unless and until the Trustee has received written acknowledgement from the Grantor or final court order that the amount requested by the Primary Beneficiary pursuant to a Primary Beneficiary Withdrawal Notice (as defined below) is due and payable in accordance with the terms of the Policy and this Agreement, except as otherwise provided in Section 2(i) of this Agreement. Subject to the foregoing, the Person named herein as the Primary Beneficiary, for so long as such Person is the "approved contractor" (as defined in the Policy), shall be entitled to withdraw amounts from the Trust Account, but only for the following purposes: (i) to pay losses covered under Section I. G. or H. of the Policy; or (ii) to receive the "notional experience credit" in accordance with the terms and conditions of the Policy. All requests by the Primary Beneficiary to withdraw amounts from the Trust Account shall be in writing, signed by the Primary Beneficiary and delivered to the Trustee with a copy to the Grantor (a "Primary Beneficiary Withdrawal Notice"). The Primary Beneficiary shall provide the Grantor such documentation and information as is reasonably requested by the Grantor in connection with its review and consideration of a Primary Beneficiary Withdrawal Notice.

(b) No funds shall be distributed by the Trustee to the Grantor unless and until the Trustee has received written acknowledgement from the Primary Beneficiary or a final court order that the amount requested by the Grantor pursuant to a Grantor Withdrawal Notice (as defined below) is due and payable to the Grantor in accordance with the terms of the Policy and this Agreement. Subject to the foregoing, the Grantor shall be entitled to withdraw amounts from the Trust Account solely for the following purposes: (i) to receive any amounts in excess of the amount of the "notional experience credit" as calculated under the Policy; (ii) to be reimbursed for any amount the Grantor pays the Trustee in accordance with Section 7(a) of this Agreement or any taxes paid by the Grantor in accordance with Section 10 of this Agreement; or (iii) to receive all of the Assets in the Trust Account upon the termination of the Trust Account in

accordance with the Policy. All requests by the Grantor to withdraw amounts from the Trust Account shall be in writing, signed by the Grantor and delivered to the Trustee with a copy to the Primary Beneficiary (a "Grantor Withdrawal Notice"). The Grantor shall provide the Primary Beneficiary such documentation and information as is reasonably requested by the Primary Beneficiary in connection with its review and consideration of a Grantor Withdrawal Notice.

(c) No funds shall be distributed by the Trustee to any Secondary Beneficiary unless and until the Trustee has received written acknowledgement from the Grantor or final court order that the amount requested by the Secondary Beneficiary pursuant to a Secondary Beneficiary Withdrawal Notice (as defined below) is due and payable in accordance with the terms of the Policy and this Agreement, except as otherwise provided in Section 2(i) of this Agreement. The Secondary Beneficiary shall be entitled to withdraw amounts from the Trust Account solely for the purpose of receiving the "notional experience credit" as the owner of the "covered location" (as defined in the Policy) in accordance with Section VIII.Q of the Policy. All requests by the Secondary Beneficiary to withdraw amounts from the Trust Account shall be in writing, signed by the Secondary Beneficiary and delivered to the Trustee with a copy to the Grantor (a "Secondary Beneficiary Withdrawal Notice" and generally referred to together with any Primary Beneficiary Withdrawal Notice or Grantor Withdrawal Notice as a "Withdrawal Notice"). The Secondary Beneficiary shall provide the Grantor such documentation and information as is reasonably requested by the Grantor in connection with its review and consideration of the Secondary Beneficiary Withdrawal Notice.

(d) The Trustee shall have no responsibility whatsoever to determine that any Assets withdrawn from the Trust Account pursuant to this Agreement will be used and applied for the purposes stated in paragraph (a), (b) or (c) of this Section 2 or that the amount requested in a Withdrawal Notice is due and payable in accordance with the terms of the Policy or this Agreement or, absent a written notice from the Grantor as provided in paragraph (g) of this Section 2, that any Person named herein (or in an addendum to this Agreement) as the Primary Beneficiary continues to be the Primary Beneficiary or, absent a written notice from the Grantor as provided in paragraph (h) of this Section 2, that any Person named herein (or in an addendum to this Agreement) as the Secondary Beneficiary continues to be the Secondary Beneficiary.

(e) Upon receipt of a Withdrawal Notice and a written acknowledgement (except where no acknowledgement is required as provided in paragraph (i) of this Section 2) as set forth above, the Trustee shall immediately take any and all steps necessary to transfer, absolutely and unconditionally, all right, title and interest in the Assets specified in such Withdrawal Notice, and shall deliver physical custody of such Assets to or for the account of the Primary Beneficiary, Secondary Beneficiary or the Grantor as specified in such Withdrawal Notice. In the case of "book entry securities," delivery of "physical custody" shall be deemed to have occurred when appropriate book entries have been made to transfer title of any such Assets to the Grantor, the Primary Beneficiary or the Secondary Beneficiary, as applicable, it being recognized that there are no certificates or instruments to deliver.

(f) Subject to Section 3, Section 7(a) and Section 9 of this Agreement, in the absence of a Withdrawal Notice and written acknowledgement (except where no acknowledgement is

required as provided in paragraph (i) of this Section 2) as set forth above, the Trustee shall allow no substitution or withdrawal of any Asset from the Trust Account.

(g) If the Person named herein (or in an addendum to this Agreement) as the Primary Beneficiary ceases to be the "approved contractor" (as defined in the Policy), then such Person shall automatically cease to be the Primary Beneficiary and all of their rights and obligations under this Agreement shall automatically terminate except with respect to covered losses incurred by such Person under Section I. G. or H. of the Policy while such Person was the "approved contractor". If, in accordance with the terms of the Policy, (1) the "approved contractor" (as defined in the Policy) is replaced and (2) ACE names the replacement as the "named insured" (as defined in the Policy), then the replacement contractor shall become the Primary Beneficiary under this Agreement and have all of the rights and obligations of the Primary Beneficiary hereunder. The Grantor shall notify the Trustee in writing when any Person named herein as the Primary Beneficiary ceases to be the "approved contractor" (as defined in the Policy) and of the name of any replacement Primary Beneficiary. The Trustee is hereby authorized to rely on such notification in accordance with Section 6(g) of this Agreement. Any replacement Primary Beneficiary shall execute an addendum to this Agreement making it a party hereto.

(h) If the Person named herein (or in an addendum to this Agreement) as the Secondary Beneficiary ceases to be the "owner" of the "covered location" (as defined in the Policy) (the "Prior Owner") and the new owner is added to the Policy as an additional "insured", then the Prior Owner shall automatically cease to be the Secondary Beneficiary and all of their rights and obligations under this Agreement shall terminate without effecting such Person's continuing rights as an "insured" under the Policy. In accordance with the terms of the Policy, when the new owner is endorsed to the Policy as an additional "insured" (as defined in the Policy), then the new owner shall become the Secondary Beneficiary under this Agreement and have all of the rights and obligations of the Secondary Beneficiary hereunder. The Grantor shall notify the Trustee in writing when any Person named herein as the Secondary Beneficiary ceases to be the "owner" of the "covered location" (as defined in the Policy) and of the name of any replacement Secondary Beneficiary. The Trustee is hereby authorized to rely on such notification in accordance with Section 6(g) of this Agreement. Any replacement Secondary Beneficiary shall execute an addendum to this Agreement making it a party hereto.

(i) Except as provided below, if as a result of the liquidation of the business of the Grantor the Policy is cancelled or discontinued, this Agreement and the Assets referenced herein shall not be affected thereby, and this Agreement shall continue in full force and effect, including but not limited to those provisions incorporating terms and conditions of the Policy which terms and conditions shall continue to be used for the purposes of effectuating this Agreement. If a final, non-appealable order to liquidate the business of the Grantor (a "Liquidation Order") has been entered, the Primary Beneficiary (or Secondary Beneficiary as applicable) is not subject to any bankruptcy proceeding and the Primary Beneficiary (or Secondary Beneficiary as applicable) provides the Trustee with a Primary Beneficiary Withdrawal Notice (or Secondary Beneficiary Withdrawal Notice as applicable) and a written certification signed by an executive officer of the Primary Beneficiary (or Secondary Beneficiary as applicable) providing that (i) a Liquidator Order has been entered and (ii) the amount the Primary Beneficiary (or Secondary

Beneficiary as applicable) has requested to withdraw from the Trust Account represents the "notional experience credit" under the Policy and that the "notional experience credit" is due and payable to the Primary Beneficiary (or Secondary Beneficiary as applicable) in accordance Sections VII and/or VIII.Q of the Policy and this Agreement, then the Trustee may distribute the requested funds to the Primary Beneficiary (or Secondary Beneficiary as applicable) without having received a written acknowledgement from the Grantor that the amount requested by the Primary Beneficiary (or Secondary Beneficiary as applicable) is due and payable in accordance with the terms of the Policy and this Agreement. If the Primary Beneficiary (or Secondary Beneficiary as applicable) withdraws funds from the Trust Account in accordance with the procedures set forth in this Section 2(i), and the Primary Beneficiary (or Secondary Beneficiary as applicable) is determined to have not been entitled to all or a portion of the amount withdrawn as payment of the "notional experience credit" under the terms and conditions of the Policy, then the Primary Beneficiary (or Secondary Beneficiary as applicable) shall be deemed to hold such wrongfully withdrawn funds in trust for the Grantor and, without limitation to any other rights of or remedies available to the Grantor at or under common law, equity or statute, the Primary Beneficiary (or Secondary Beneficiary as applicable) shall immediately return such wrongfully withdrawn funds to the Trust Account together with interest thereon from the date withdrawn to the date returned at the Prime Rate plus 2% per annum or the maximum permissible rate, whichever is less, and indemnify the Grantor for all costs and expenses incurred in connection with its efforts to seek the return of the wrongfully withdrawn funds.

3. Redemption, Investment and Substitution of Assets.

(a) The Trustee shall surrender for payment all maturing Assets and all Assets called for redemption and deposit any such payment into the Trust Account for the Trustee to have and to hold in trust pursuant to this Agreement.

(b) At the written order and direction of the Grantor or its designated investment advisor, the Trustee shall invest Assets in the Trust Account in Eligible Securities.

(c) From time to time, the Grantor may direct the Trustee to substitute Assets of comparable value for other Assets presently held in the Trust Account. The Trustee shall comply with any such direction; provided that (i) the substitute Assets are first deposited in the Trust Account before any Assets are released from the Trust Account; (ii) the substitute Assets are Eligible Securities or Cash; and (iii) the Trustee has determined that the fair market value of the substituted Assets is not less than the fair market value of the Assets being replaced thereby.

(d) All investments and substitutions of securities referred to in Sections 3(b) and 3(c) above shall be in compliance with the definition of "Eligible Securities" in Section 11 of this Agreement, and with the other requirements of this Agreement. Any instruction or order concerning such investments or substitutions of securities shall be referred to herein as an "Investment Order". The Trustee shall execute Investment Orders and settle securities transactions by itself or by means of an agent or broker. The Trustee shall not be responsible for any act or omission, or for the solvency, of any such agent or broker, except if said act or omission is the result of the Trustee's negligence, willful misconduct, or lack of good faith.

(e) When the Trustee is directed by the Grantor or the Primary Beneficiary in accordance with this Agreement to deliver Assets, unless otherwise specified by the Grantor, the Primary Beneficiary or the Secondary Beneficiary, delivery will be made in accordance with generally accepted market practice.

(f) Any loss incurred from any investment pursuant to the terms of this Section 3 shall be borne exclusively by the Trust Account.

4. Interest, Dividends and Income.

All payments of interest, dividends and other income in respect to Assets in the Trust Account shall be posted and credited to the Trust Account for the Trustee to have and to hold in trust pursuant to this Agreement. Any interest, dividend or other income automatically posted and credited on the payment date to the Trust Account which is not subsequently received by the Trustee and which is deposited by the Trustee into the Trust Account from its own funds shall be reimbursed by the Grantor to the Trustee and the Trustee may debit the Trust Account for this purpose. Any amounts contained in the Trust Account are part of the Assets, and as such, are subject to the terms and conditions of this Agreement with respect to the Assets. The Trustee shall hold any Cash in the Trust Account in an interest bearing account or a money market account consisting solely of Eligible Securities which shall be part of the Trust and subject to the terms of this Agreement.

5. Right to Vote Assets.

The Trustee shall forward all annual and interim stockholder reports and all proxies and proxy materials relating to the Assets in the Trust Account to the Grantor. The Grantor shall have the full and unqualified right to vote any Assets in the Trust Account. The Trustee will instruct any entities authorized to hold Assets in accordance with the terms hereof to transmit to the Grantor upon receipt, all financial reports, stockholder communications, notices, proxies and proxy soliciting materials received from issuers of Assets, and all information relating to exchange or tender offers received from offerors with respect to such Assets.

6. Additional Rights and Duties of the Trustee.

(a) The Trustee shall notify the Grantor and the Primary Beneficiary in writing within five business days following each deposit to and withdrawal from the Trust Account.

(b) The Trustee shall have no responsibility whatsoever to determine that any Assets in the Trust Account are or continue to be Eligible Securities.

(c) The Trustee may deposit any Assets in the Trust Account in a book-entry account maintained at the Federal Reserve [name of bank] or in depositories such as the Depository Trust Company. Assets may be held in the name of a nominee maintained by the Trustee or by any such depository.

(d) The Trustee shall accept and open all mail directed to the Grantor or the Primary Beneficiary in care of the Trustee and shall forward all mail promptly to the addressee.

(e) The Trustee shall furnish to the Grantor and the Primary Beneficiary a statement of all Assets in the Trust Account, including their fair market value and identifying all transactions or transfers relating thereto, (1) as of the inception of the Trust Account, within ten days of the inception and (2) as of the end of each calendar month, within fifteen days of the end of each calendar month.

(f) Upon the request of the Grantor or the Primary Beneficiary, the Trustee shall promptly permit the Grantor or the Primary Beneficiary, their respective agents, employees or independent auditors to examine, audit, excerpt, transcribe and copy, during the Trustee's normal business hours, any books, documents, papers and records relating to the Trust Account or the Assets.

(g) Unless otherwise provided in this Agreement, the Trustee is authorized to follow and rely upon all instructions and notices given by officers named in incumbency certificates furnished to the Trustee from time to time by the Grantor and the Primary Beneficiary, and by attorneys-in-fact acting under written authority furnished to the Trustee by the Grantor and the Primary Beneficiary, including, without limitation, instructions and notices given by letter, facsimile transmission or electronic media, if the Trustee believes such instructions or notices to be genuine and to have been signed, sent or presented by the proper party or parties; provided, however, that the Trustee shall be liable for its own negligence, willful misconduct or lack of good faith. The Trustee shall not incur any liability to anyone resulting from actions taken by the Trustee in reliance in good faith on such instructions or notices. The Trustee shall not incur any liability in executing or relying on instructions or notices (i) from any attorney-in-fact prior to receipt by it of notice of the revocation of the written authority of the attorney-in-fact or (ii) from any officer of the Grantor or the Primary Beneficiary named in an incumbency certificate delivered hereunder prior to receipt by it of a more current certificate.

(h) The duties and obligations of the Trustee shall only be such as are specifically set forth in this Agreement, as it may from time to time be amended, and no implied duties or obligations shall be read into this Agreement against the Trustee. The Trustee shall not be liable except for its own negligence, willful misconduct or lack of good faith.

(i) No provision of this Agreement shall require the Trustee to take any action which, in the Trustee's reasonable judgment, would result in any violation of this Agreement or any provision of law.

(j) Notwithstanding anything in this Agreement to the contrary, in no event shall the Trustee be liable under or in connection with this Agreement for indirect, special, incidental, punitive or consequential losses or damages of any kind whatsoever, including but not limited to lost profits, whether or not foreseeable, even if the Trustee has been advised of the possibility thereof and regardless of the form of action in which such damages are sought, except where such losses or damages result from the Trustee's negligence, willful misconduct or lack of good faith.

(k) The Trustee shall not be responsible for the genuineness or value of any of the Assets or for the validity, perfection, priority or enforceability of liens in any of the Assets,

whether impaired by operation of law or by reason of any action or omission to act on its part hereunder, except to the extent such action or omission constitutes negligence, willful misconduct or lack of good faith on the part of the Trustee, for the validity of title to the Assets, for insuring the Assets or for the payment of taxes, charges, assessments or liens upon the Assets.

7. The Trustee's Compensation, Expenses, etc.

(a) The Trustee's fees for its services under this Agreement shall be payable from the Trust Account and the Trustee shall be entitled to reimburse itself for all of its reasonable expenses and disbursements in connection with its duties under this Agreement (including attorneys' fees and expenses), except any such expense or disbursement as may arise from the Trustee's negligence, willful misconduct or lack of good faith, (collectively, "Fees and Expenses") from the Trust Account. To the extent the Assets in the Trust Account are insufficient to pay or reimburse the Trustee for Fees and Expenses, the Fees and Expenses shall be paid by the Grantor. The Grantor hereby indemnifies the Trustee for, and holds it harmless against, any loss, liability, costs or expenses (including attorney's fees and expenses) incurred or made without negligence, willful misconduct or lack of good faith on the part of the Trustee, arising out of or in connection with the performance of its obligations in accordance with the provisions of this Agreement, including any loss, liability, costs or expenses arising out of or in connection with the status of the Trustee and its nominee as the holder of record of the Assets; provided, however, that such indemnity shall be first payable out of the Trust Account to the extent of the Assets held therein. The Grantor hereby acknowledges that the foregoing indemnities shall survive the resignation or discharge of the Trustee or the termination of this Agreement.

(b) No Assets shall be used in any manner for paying compensation to, or reimbursement or indemnification of, the Trustee, except as expressly permitted by Sections 4 and 7(a) hereof.

(c) The Trustee will not voluntarily grant or permit to be incurred any security interest or lien on the Assets or the Trust Account.

(d) Except for the claims and interest of the Trustee, the Grantor, the Primary Beneficiary and the Secondary Beneficiary in the Trust Account, the Trustee does not know of any lien or security interest in the Trust Account or the Assets. If any Person asserts any lien, encumbrance or adverse claim (including any writ, garnishment, judgment, warrant of attachment, execution or similar process) against the Trust Account or the Assets, the Trustee shall promptly notify the Grantor and the Primary Beneficiary and may thereafter respond to such service in any manner authorized by law or regulation, without further obligation to the Grantor or the Primary Beneficiary.

8. Resignation or Removal of the Trustee.

(a) The Trustee may resign at any time by giving not less than 90 days' written notice thereof to the Primary Beneficiary and to the Grantor. The Trustee may be removed by the

delivery of not less than 90 days' written notice of removal by the Grantor or the Primary Beneficiary to the Trustee and the other party to this Agreement ("Notice of Removal"). Such resignation or removal shall become effective on the acceptance of appointment by a successor Trustee and the transfer to such successor Trustee of all Assets in the Trust Account in accordance with paragraph (b) of this Section 8.

(b) Upon receipt by the proper Parties of the Trustee's notice of resignation or the Notice of Removal, the Grantor and the Primary Beneficiary shall jointly approve and appoint a successor Trustee. Any successor Trustee shall be a bank that is a member of the Federal Reserve System or chartered in the State of New York and shall not be a Parent, a Subsidiary or an Affiliate of the Grantor or the Primary Beneficiary. Upon the acceptance of the appointment as Trustee hereunder by a successor Trustee, the execution by the Grantor, the Primary Beneficiary and the successor Trustee of a trust agreement, and the transfer to such successor Trustee of possession of, and title to, all Assets in the Trust Account, the resignation or removal of the Trustee shall become effective. Thereupon, such successor Trustee shall succeed to and become vested with all the rights, powers, privileges and duties of the resigning or removed Trustee, and the resigning or removed Trustee shall be discharged from any future duties and obligations under this Agreement, but the resigning or removed Trustee shall continue after such resignation or removal to be entitled to the benefits of the indemnities provided herein for the Trustee.

9. Termination of the Trust Account.

(a) The Trust Account and this Agreement, except for the indemnities provided herein, may be terminated only after (i) the Grantor and the Primary Beneficiary and the Secondary Beneficiary have jointly given the Trustee written notice of their intention to terminate the Trust Account (the "Notice of Intention"). The Notice of Intention shall specify the date on which the Grantor and the Primary Beneficiary and the Secondary Beneficiary intend the Trust Account to terminate (the "Termination Date").

(b) On the Termination Date, the Trustee shall transfer to the Grantor any Assets remaining in the Trust Account, at which time all liability of the Trustee with respect to such Assets shall cease.

10. Taxes.

The Grantor shall be responsible for causing to be prepared and filed in a timely fashion all tax returns of the Trust relating to the transactions contemplated by this Trust Agreement or otherwise contemplated hereby, and it shall send a copy of each such tax return to the Trustee and the Primary Beneficiary. The Trustee, upon request, will furnish the Grantor with all such information as it has in its possession and as may be reasonably required in connection with the preparation of such tax returns and shall, upon request of the Grantor, execute such returns if required to do so by the applicable taxing authority. The Grantor shall be solely liable for payment of all fees and taxes imposed on the Trust, but may reimburse itself for such fees and taxes from the Trust Account. The institution acting as Trustee shall not be personally liable for any tax due and payable in connection with this Trust Agreement except for any tax based on or

measured by the net income of the institution acting as Trustee resulting from the amounts paid to the Trustee as fees or compensation for acting as Trustee hereunder.

11. Definitions.

Except as the context shall otherwise require, the following terms shall have the following meanings for all purposes of this Agreement (the definitions to be applicable to both the singular and the plural forms of each term defined if both forms of such term are used in this Agreement):

The term "Affiliate" with respect to any corporation shall mean a corporation which directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, such corporation.

The term "control" (including the related terms "controlled by" and "under common control with") shall mean the ownership, directly or indirectly, of more than 10% of the voting stock of a corporation.

The term "Eligible Securities" shall mean and include the following:

(A) Cash (United States legal tender), or

(B) U.S. Treasury Obligations (as defined below) having a remaining maturity, as of the end of any month, of not more than 10 years, or

(C) Corporate Debt Obligations (as defined below), or

(D) Municipal Bonds (as defined below).

"Corporate Debt Obligation" shall mean any debt security with a long-term rating of AA or higher from Standard & Poors, issued by any U.S. Corporation (as defined below) which: (i) is in the form of bonds or notes; (ii) is denominated and payable by its terms solely in the lawful currency of the United States of America; (iii) is repayable in an amount equal to its outstanding principal balance; (iv) is not repayable in an amount determined by reference to any formula or index; (v) is not subject to any contingency with respect to repayment; (vi) bears simple interest at either a fixed or floating rate that is paid on a periodic basis and computed on a benchmark interest rate plus or minus a spread, if any; (vii) clears through the Depository Trust Company (or its successor); and (viii) has an original maturity of ten years or less; provided, however, that (a) the aggregate market value of all Corporate Debt Obligations from any one issuer or any one group of affiliated or related issuers shall not exceed 5% of the total outstanding market value of all Eligible Securities as of any given date and (b) no Corporate Debt Obligation from any issuer in or related to the telecommunications industry may be an Eligible Security.

"U.S. Corporation" means a corporation (which is not a special purpose vehicle (howsoever described)), organized and existing under the laws of one of the 50 states comprising the United States of America.

"Municipal Bonds" shall mean any debt security with a long-term rating of AA or higher from Standard & Poors, issued by any state, county, or other municipality located in the United States, which: (i) is in the form of bonds or notes; (ii) is denominated and payable by its terms solely in the lawful currency of the United States of America; (iii) is repayable in an amount equal to its outstanding principal balance; (iv) is not repayable in an amount determined by reference to any formula or index; (v) is not subject to any contingency with respect to repayment; (vi) bears simple interest at either a fixed or floating rate paid on a periodic basis and computed on a benchmark interest rate plus or minus a spread, if any; (vii) clears through the Depository Trust Company (or its successor); and (viii) has an original maturity of ten years or less.

"U.S. Treasury Obligations" means U.S. Dollar-denominated senior negotiable debt obligations issued by the United States Department of Treasury and backed by the full faith and credit of the United States of America. For the avoidance of doubt, U.S. Treasury Obligations that (i) are non-interest bearing, (ii) were originally interest-bearing securities from which coupons representing the right to payment of interest have been removed or (iii) are interest-bearing securities from which the right to the payment of principal have been removed, shall not constitute Eligible Securities hereunder.

The term "Grantor" shall include any successor of the Grantor by operation of law including, without limitation, any liquidator, rehabilitator, receiver or conservator.

The term "Person" shall mean and include an individual, a corporation, a partnership, an association, a trust, an unincorporated organization or a government or political subdivision thereof.

The term "Parent" shall mean an institution that, directly or indirectly, controls another institution.

The term "Primary Beneficiary" shall mean Weston Solutions, Inc. or any replacement "Primary Beneficiary" as provided herein.

The term "Secondary Beneficiary" shall mean Hatco Corporation and its successors and assigns.

The term "Subsidiary" shall mean an institution controlled, directly or indirectly, by another institution.

12. Governing Law; Jurisdiction.

This Agreement shall be subject to and governed by the laws of the Commonwealth of Pennsylvania. Any action or proceeding brought by any Party to this Agreement arising out of or relating to this Agreement must be brought in Pennsylvania. Process in any action or proceeding referred to in the preceding sentence may be served on any Party anywhere in the world.

13. Successors and Assigns.

This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns. Neither this Agreement nor any right hereunder may be assigned by any Party without the prior written consent of the other Parties, except with respect to the Trustee as expressly permitted by Section 8 of this Agreement and with respect to the Primary Beneficiary and the Secondary Beneficiary as expressly permitted by Sections 2(g) and 2(h) of this Agreement, respectively. Notwithstanding the foregoing, this Agreement shall inure to the benefit of, and bind those who, by operation of law, become successors to any of the Parties, including, without limitation, any liquidator, rehabilitator, receiver or conservator and any successor merged or consolidated entity, and provided that, in the case of the Trustee, the successor trustee is eligible to be a trustee under the terms hereof.

14. Severability.

In the event that any provision of this Agreement shall be declared invalid or unenforceable by any regulatory body or court having jurisdiction, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining portions of this Agreement.

15. Entire Agreement.

This Agreement constitutes the entire agreement among the Parties, and there are no understandings or agreements, conditions or qualifications relative to this Agreement among the Parties which are not fully expressed in this Agreement. Notwithstanding the foregoing, the Primary Beneficiary, Secondary Beneficiary and the Grantor are parties to the Policy, which contains, among other things, rights, duties and obligations concerning the Trust Account. The Trustee shall have no responsibility whatsoever to determine that the actions of the Primary Beneficiary or the Grantor hereunder are in compliance with the provisions of the Policy.

16. Amendments.

This Agreement may be modified or otherwise amended, and the observance of any term of this Agreement may be waived, if such modification, amendment or waiver is in writing and signed by the Parties.

17. Notices, etc.

Unless otherwise provided in this Agreement, all notices, directions, requests, demands, acknowledgments and other communications required or permitted to be given or made under the terms hereof shall be in writing and shall be deemed to have been duly given or made (a)(i) when delivered personally, (ii) when made or given by telecopier or electronic transmission where the receipt thereof is confirmed immediately thereafter by the recipient, or (iii) when received if sent, all charges prepaid, by an internationally recognized overnight courier, and (b) when addressed as follows:

If to the Primary Beneficiary:

Weston Solutions, Inc.
1400 Weston Way
P.O. Box 2653
West Chester, PA 19380
Attn: Peter Ceribelli
Facsimile: (610) 701-3100

If to the Grantor:

ACE American Insurance Company
1601 Chestnut Street
Philadelphia, PA 19103-0000
Attn: Collateral Manager
Facsimile: (215) 640-2223

If to the Secondary Beneficiary:

Hatco Corporation
1020 King George Post Road
Fords, NJ 08863
Attn: David J. Mason, Vice President, Regulatory Affairs
Facsimile: (732) 738-3944

If to the Trustee:

[Name of bank]

Attn:

Each Party may from time to time designate a different address for notices, directions, requests, demands, acknowledgments and other communications by giving written notice of such change to the other Parties. All notices, directions, requests, demands, acknowledgments and other communications relating to the termination of the Trust Account shall be in writing and may not be made or given by telecopier or electronic transmission.

18. Headings.

The headings of the Sections and the Table of Contents have been inserted for convenience of reference only and shall not be deemed to constitute a part of this Agreement.

19. Counterparts.

This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall constitute an original, but such counterparts together shall constitute but one and the same Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their respective officers thereunto duly authorized as of the date first above written.

ACE AMERICAN INSURANCE COMPANY,
as Grantor

By: _____
Name:
Title:

WESTON SOLUTIONS, INC.,

as Primary Beneficiary

By: _____
Name:
Title:

HATCO CORPORATION,

as Secondary Beneficiary

By: _____
Name:
Title:

[NAME OF BANK],
as Trustee

By: _____
Name:
Title:

EXHIBIT A

(Amount of Assets Initially Deposited to the Trust Account)

5533-829

B05533PG329

ILLEGIBLE ORIGINAL
Middlesex County Clerk

WESTON PAYMENT SCHEDULE										
SOV No.	Description of Task	Estimated Cost	Measurement Unit	Measurement at Completion	Current Invoiced Measurement	Measurement To Date	% Complete To Date	Current % Complete	ESL Cost at Completion	Current Invoiced Amount To Date
7	STORMWATER DRAINAGE BASIN	\$ 1,352,735	Welland Area Capped	3.5	0	0	0%	0%		\$
7.1	Welland Bank Grading	\$ 749,443								\$
7.2	Welland Bank Grading	\$ 419,277								\$
7.3	Welland Bank Grading	\$ 183,015								\$
7.4	Welland Bank Grading	\$ 253,004								\$
7.5	Welland Bank Grading	\$ 202,500								\$
7.6	Welland Bank Grading	\$ 9,811,023								\$
7.7	Welland Bank Grading	\$ 28,998								\$
7.8	Welland Bank Grading	\$ 2,592,500								\$
7.9	Welland Bank Grading	\$ 704,415								\$
7.10	Welland Bank Grading	\$ 197,053								\$
7.11	Welland Bank Grading	\$ 1,485,000								\$
7.12	Welland Bank Grading	\$ 484,649								\$
7.13	Welland Bank Grading	\$ 3,482,361								\$
7.14	Welland Bank Grading	\$ 50,100								\$
7.15	Welland Bank Grading	\$ 471,071								\$
7.16	Welland Bank Grading	\$ 371,086								\$
7.17	Welland Bank Grading	\$ 2,408,033								\$
7.18	Welland Bank Grading	\$ 137,177								\$
7.19	Welland Bank Grading	\$ 18,819,078								\$
7.20	Welland Bank Grading	\$ 21,106,078								\$
7.21	Welland Bank Grading									\$
7.22	Welland Bank Grading									\$
7.23	Welland Bank Grading									\$
7.24	Welland Bank Grading									\$
7.25	Welland Bank Grading									\$
7.26	Welland Bank Grading									\$
7.27	Welland Bank Grading									\$
7.28	Welland Bank Grading									\$
7.29	Welland Bank Grading									\$
7.30	Welland Bank Grading									\$
7.31	Welland Bank Grading									\$
7.32	Welland Bank Grading									\$
7.33	Welland Bank Grading									\$
7.34	Welland Bank Grading									\$
7.35	Welland Bank Grading									\$
7.36	Welland Bank Grading									\$
7.37	Welland Bank Grading									\$
7.38	Welland Bank Grading									\$
7.39	Welland Bank Grading									\$
7.40	Welland Bank Grading									\$
7.41	Welland Bank Grading									\$
7.42	Welland Bank Grading									\$
7.43	Welland Bank Grading									\$
7.44	Welland Bank Grading									\$
7.45	Welland Bank Grading									\$
7.46	Welland Bank Grading									\$
7.47	Welland Bank Grading									\$
7.48	Welland Bank Grading									\$
7.49	Welland Bank Grading									\$
7.50	Welland Bank Grading									\$
7.51	Welland Bank Grading									\$
7.52	Welland Bank Grading									\$
7.53	Welland Bank Grading									\$
7.54	Welland Bank Grading									\$
7.55	Welland Bank Grading									\$
7.56	Welland Bank Grading									\$
7.57	Welland Bank Grading									\$
7.58	Welland Bank Grading									\$
7.59	Welland Bank Grading									\$
7.60	Welland Bank Grading									\$
7.61	Welland Bank Grading									\$
7.62	Welland Bank Grading									\$
7.63	Welland Bank Grading									\$
7.64	Welland Bank Grading									\$
7.65	Welland Bank Grading									\$
7.66	Welland Bank Grading									\$
7.67	Welland Bank Grading									\$
7.68	Welland Bank Grading									\$
7.69	Welland Bank Grading									\$
7.70	Welland Bank Grading									\$
7.71	Welland Bank Grading									\$
7.72	Welland Bank Grading									\$
7.73	Welland Bank Grading									\$
7.74	Welland Bank Grading									\$
7.75	Welland Bank Grading									\$
7.76	Welland Bank Grading									\$
7.77	Welland Bank Grading									\$
7.78	Welland Bank Grading									\$
7.79	Welland Bank Grading									\$
7.80	Welland Bank Grading									\$
7.81	Welland Bank Grading									\$
7.82	Welland Bank Grading									\$
7.83	Welland Bank Grading									\$
7.84	Welland Bank Grading									\$
7.85	Welland Bank Grading									\$
7.86	Welland Bank Grading									\$
7.87	Welland Bank Grading									\$
7.88	Welland Bank Grading									\$
7.89	Welland Bank Grading									\$
7.90	Welland Bank Grading									\$
7.91	Welland Bank Grading									\$
7.92	Welland Bank Grading									\$
7.93	Welland Bank Grading									\$
7.94	Welland Bank Grading									\$
7.95	Welland Bank Grading									\$
7.96	Welland Bank Grading									\$
7.97	Welland Bank Grading									\$
7.98	Welland Bank Grading									\$
7.99	Welland Bank Grading									\$
7.100	Welland Bank Grading									\$

Notes:
1. Subcontractor and vendor charges will be paid to Weston prior to purchase of materials on a Purchase Order basis.

BQ5533PG330

5533-830

EXHIBIT E

5533 - 331

B05533PG331

ILLEGIBLE ORIGINAL
Middlesex County Clerk

GRACE HATCO Known Conditions Document List

Event	Description	Document	Author	Recipient	Date
	Draft Remedial Action Work Plan, Hatco Corporation Site, Fords (Volumes 1 through 21)	Site Remedial Action WP	URS Corporation	NUDEP	3/28/2001
	PCB Remediation Proposal and Human Health Risk Assessment for PCB Impacted Soils, Hatco Site Fords, New Jersey	Human Health Risk Assessment	David Crawford/AMEC	Grace/Hatco/URS	8/31/2001
	NUDEP Response to 3/29/2001 Draft RAMP Comments	NUDEP Letter	Vicky Galofra	David Mason, Hatco/R. Medley, Grace	9/28/2001
	Grace Hatco Response to NUDEP 9/28/01	Remediation Letter	M. Obradovic	Vicky Galofra, NUDEP	3/27/2002
	NUDEP Response to 3/27/02 Response Surface-Water Modeling Report	NUDEP Letter	Vicky Galofra	M. Obradovic, Grace	8/7/2002
	Letter Transmitting multiple documents including "Comments to the Proposed Alternative Remedial Standards Report"	Technical Report	Woodward-Clyde	Grace/Hatco	10/17/1998
	Administrative Consent Order with Hatco	Letter with attached documents	J. LeJava, Latham & Watkins	Daniel R. Lavole, Marsh	7/2/2002
	Proposed Hatco Guidance Memo	NUDEP Order	NUDEP	Hatco	9/9/1992
	URS Figure 8-1 Entitled "Proposed Cap and Existing Cover Hatco Site Fords, New Jersey"	Bld Document	Marsh	All Bidders	8/17/2002
	NUDEP Comments on Human Health Risk Assessment	Drawing	URS Corporation	Hatco/Grace	5/29/2001
	Electronic Database of Site Contaminant Data and Site Plan	NUDEP Letter	C. Kanakis, NUDEP	M. Obradovic, Remedium	8/2/2003
	Application for General Permit 14 Including Wetland Delineation Field Map, Drawing No 04695054, Figure 5, dated 7/17/98	Compact disc	Grace/Hatco	All Bidders	8/1/2002
	Grace Comments on offsite Wetlands Permit Application	Letter and NUDEP LURP Application	Gordon Jamieson, Woodward Clyde	Hatco	7/30/1998
	Draft Wetland Delineation Report	Letter with attached documents	W.B. Porter, Grace	D. Mason, Hatco	8/16/1998
	Letter transmitting 1998 Crown Pacific access Agreement	Letter with attached documents	G. Jamieson, Woodward Clyde	J. Zigrand, NUDEP	8/3/98 ltr. 7/31/98 rpt
	1998 Trenton Road Access Agreement	Letter & access agreement	D. Mason, Hatco	L. Matthews, Latham & Watkins	6/18/1998
	Appraisal of N/E/C Industrial Highway and Mack Lane, Woodbridge Township, Middlesex County, New Jersey	Access agreement	Hatco/Grace	Trenton Road Corp	3/6/1998
	Letter regarding access to Trenton Road Property	Appraisal of Trenton Road Parcel	A. Rinaldi Miller - Rinaldi & Co	A. Rellano, Herold & Haines	
	The EDR Aerial Photography Print Service Memorandum Entitled "Responses to Site Visit Questions"	Access correspondence	L. Droughton, Pitney Hardin	A. Rellano, Herold & Haines	2/23/1998
	Memorandum Entitled "Responses to second set of Questions" including pilot study report on LNAPL pumping and a 10/25/2001 NUDEP letter approving the pilot study	Aerial Photography of Hatco Site	Environmental Data Resources Inc	Weston	7/5/2002
		1st Response to Bidder Questions	Daniel R. Lavole, Marsh	All Bidders	7/25/2002
		2nd response to bidder questions	Daniel R. Lavole, Marsh	All Bidders	8/1/2002
		3rd response to bidder questions dated incorrectly as August 8, 2000, but transmitted by email to D. Jones on August 8, 2002	Daniel R. Lavole, Marsh	All Bidders	8/29/2001
	Memorandum entitled "Hatco-responses to Third set of questions" including an LNAPL data summary	questions dated incorrectly as August 8, 2000, but transmitted by email to D. Jones on August 8, 2002	Jeffery LaJave, Latham & Watkins	All Bidders	8/8/2002

5533-332

B05533PG332

GRACE HATCO Excavation Conditions Document List

Project	Description	Document	Author	Revised	Date
	Memorandum entitled "Hato-responses to Fourth set of questions"	4th response to bidder questions	J. Lajava, L&W	All Bidders	9/9/2002
	Memorandum entitled "Responses to Fifth set of questions" including excerpts from Remedial Investigation Report Vol 1 of 5 prepared by Dan Raviv Associates. And dated May 1983	5th response to bidder questions	D.R. Lavole, Marsh	All Bidders	8/14/2002
	Email entitled "Additional Hato Questions" and transmitting a 7/20/01 Benzene Fate and Transport Model report prepared by URS	Email with attached file	D.R. Lavole, Marsh	D. Kopcow, Weston	8/22/2002
	Email entitled "Additional Hato Questions" and transmitting Benzene Modeling Appendix A doc.	Email with attached file	D.R. Lavole, Marsh	D. Kopcow, Weston	8/22/2002
	Email entitled "Re-Additional Hato Questions Part 2" and transmitting Benzene Modeling Appendix A-1 doc.	Email with attached file	D.R. Lavole, Marsh	D. Kopcow, Weston	8/22/2002
	Email entitled "Re-Additional Hato Questions Part 3" and transmitting Benzene Modeling Appendix A-2 doc.	Email with attached file	D.R. Lavole, Marsh	D. Kopcow, Weston	8/22/2002
	Email entitled "Re-Additional Hato Questions Part 4" and transmitting Benzene Modeling Appendix A-3 doc.	Email with attached file	D.R. Lavole, Marsh	D. Kopcow, Weston	8/22/2002
	Email entitled "Re-Additional Hato Questions Part 5" and transmitting Benzene Modeling Appendix A-4 doc.	Email with attached file	D.R. Lavole, Marsh	D. Kopcow, Weston	8/22/2002
	Email entitled "Re-Additional Hato Questions Part 6" and transmitting Benzene Modeling Appendix A-5 doc.	Email with attached file	D.R. Lavole, Marsh	D. Kopcow, Weston	8/22/2002
	Email entitled "Re-Additional Hato Questions Part 7 (final)" and transmitting Benzene Modeling Appendix A-6 doc.	Email with attached file	D.R. Lavole, Marsh	D. Kopcow, Weston	8/22/2002
	Email response to additional bidders questions	Response to bidder questions	D.R. Lavole, Marsh	All Bidders	9/24/2002
	Email entitled "Grace Hato Revised Soil Excavation Volumes" which transmitted various soil excavation figures	Email with attached file	Dan Kopcow/Weston	S. Plaskowski, ACE, and J. Pells, ERM	11/22/2002
	Conditional RAMP approval from NJDEP	NJDEP Letter	C. Kanakis, NJDEP	M. Obradovic, Remedium	2/17/2005
	1 Project no 86C289E Job No 934424 Vol 1 of 2	Technical Report (soil)	Accutest	Dan Raviv Associates	8/31/1993
	1 Project no 86C289E Job No 934424 Vol 2 of 2	Technical Report (soil)	Accutest	Dan Raviv Associates	8/31/1993
	1 Project no 86C289E Job No 932289 Vol 3 of 3	Technical Report (soil)	Accutest	Dan Raviv Associates	5/28/1993
	1 Job No H858 Vol 2 GC Forms and Data	General Chemistry Forms (soil)	Envirotech Research Inc	Dan Raviv Associates	
	1 Job No H887 Vol 2 GC/MS Forms and Data (cont)	Petroleum Hydrocarbons Forms and Data (soil)	Envirotech Research Inc	Dan Raviv Associates	11/16/1994
	1 GC Forms and Data	Technical Report (soil)	Accutest	Dan Raviv Associates	9/24/1993
	2 Project 86C289-51C Job No 935297	Lab Results (soil)	Michael Urban/Envirotech	Cecilia Collier/Dan Raviv Associates Inc.	9/22/1993
	2 Job No E891-Hato	Lab Results (soil)	Michael Urban/Envirotech	G. Alexander/Dan Raviv Associates	10/5/1992
	2 Job No C429-Hato	Lab Results (soil)	Michael Urban/Envirotech	Rebecca Hollander/Dan Raviv Associates	1/12/1994
	2 Job No F808-Hato	Lab Results (water)	Michael Urban/Envirotech	Dan Raviv Associates	1/14/1994
	2 Project No 86C289-51C Job No 937952	Technical Report (water, Groundwater)	Accutest		

5533-333

B05533PG333

GRACE HATCO Emission Conditions Document List

Document	Revision	Location	Lab Results (water, sediment, soil)	Technical Report (water, soil)	Analyst	Company	Date
2. Job No. C017-Helod							
2. Project No. BGC208-01	Job No. 9525291	Vol 3 of 3					
						Jin Kenny/Dan Rany Associates Inc Dan Rany Associates	7/23/1992

B05533PG334

5533-334

GRACE HATCO Enrichment Conditions Document List

Doc ID	Description	Document	Value	Received	Date
2	Project No 861208-51 Job No 920231 Vol 2 of 3	Technical Report(water, soil)	Accutest	Dan Raviv Associates	
2	Project No 861208-51 Job No 920231 Vol 1 of 3	Technical Report(water, soil)	Accutest	Dan Raviv Associates	
3	SDG No 925131 Dial 289-FRI Vol 1-4 of 8	USEPA CLP Inorganics SOW Document(water)	Accutest	Dan Raviv Associates	9/14/1992
3	SDG 925103 Dial 289-FRI Vol 5 & 6 of 8	Organic CLP Deliverables Sample Data Package(water)	Accutest	Dan Raviv Associates	9/11/1992
3	SDG 925103 Dial 289-FRI Vol 7 & 8	Organic CLP Deliverables Sample Data Package(water)	Accutest	Dan Raviv Associates	9/11/1992
3	SDG 925156 Dial No 289-FRI 1 of 3	Organic CLP Deliverables Sample Data Package(soil)	Accutest	Dan Raviv Associates	9/15/1992
3	SDG No 925131 Dial 289-FRI Vol 5-8 of 8	USEPA CLP Inorganics SOW Document(water)	Accutest	Dan Raviv Associates	9/14/1992
3	SDG 925131 Dial 289-FRI Vol 7 & 8 of 8	USEPA CLP Inorganics SOW Document(soil)	Accutest	Dan Raviv Associates	9/14/1992
3	SDG 925156 Dial 289-FRI 2 of 3	Organic CLP Deliverables Sample Data Package(water)	Accutest	Dan Raviv Associates	9/15/1992
4	SDG 924888 Dial 289-FRI Vol 1 & 2 of 9	Organic CLP Deliverables Sample Data Package(soil, water)	Accutest	Dan Raviv Associates	8/31/1992
4	SDG 924871 Dial 289-FRI Vol 6 of 10	Organic CLP Deliverables Sample Data Summary Package(soil, water)	Accutest	Dan Raviv Associates	8/28/1992
4	SDG 924888 Vol 5 & 6 of 9	Organic CLP Deliverables Sample Data Package(soil, water)	Accutest	Dan Raviv Associates	8/31/1992
4	SDG 924871 Dial 289-FRI Vol 7 & 8 of 10	Organic CLP Deliverables Sample Data Summary Package(soil, water)	Accutest	Dan Raviv Associates	8/28/1992
4	SDG 924871 Vol 9 & 10 of 10	Organic CLP Deliverables Sample Data Summary Package(soil, water)	Accutest	Dan Raviv Associates	8/28/1992
4	SDG 924888 Vol 3 & 4 of 9	Organic CLP Deliverables Sample Data Package(soil, water)	Accutest	Dan Raviv Associates	8/31/1992
4	SDG 924888 Vol 7 & 8 of 9	Organic CLP Deliverables Sample Data Package(soil, water)	Accutest	Dan Raviv Associates	8/31/1992
5	Report No 20880-118 (2 of 2) 2 copies	Technical Report(soil, water)	York Laboratories	Dan Raviv Associates	2/16/1988
5	Report No 20880-118 (1 of 2)	Technical Report(soil, water)	York Laboratories	Dan Raviv Associates	2/16/1988
5	Report No 20880-141 2 copies	Technical Report(soil, water)	York Laboratories	Dan Raviv Associates	2/17/1988
5	Report No 20880-169	Technical Report(water)	York Laboratories	Dan Raviv Associates	2/4/1988
5	Report No 20880-107	Technical Report(water)	York Laboratories	Dan Raviv Associates	2/4/1988
5	Report No 20880-135	Technical Report(soil, water)	York Laboratories	Dan Raviv Associates	2/11/1988
6	SDG 924888 Dial No 289-FRI Vol 9 of 9	Organic CLP Deliverables Sample Data Package(soil)	Accutest	Dan Raviv Associates	8/31/1992
6	SDG 924888 Dial No 289-FRI Vol 1 & 2 of 10	Organic CLP Deliverables Sample Data Package(soil)	Accutest	Dan Raviv Associates	9/1/1992
6	SDG 924888 Dial No 289-FRI Vol 3 of 10	Organic CLP Deliverables Sample Data Package(soil)	Accutest	Dan Raviv Associates	9/1/1992

5533-335

B05533PG335

Doc #	Organization	Document	Accutest	Company	Date
6	SDG 924908 Dnal No 288-FRI Vol 4, 5, & 6 of 10	Organic CLP Deliverables Sample Data Package (soil)	Accutest	Dan Raviv Associates	9/1/1992
6	SDG 924908 Dnal No 288-FRI Vol 7 & 8 of 10	Organic CLP Deliverables Sample Data Package (soil, water)	Accutest	Dan Raviv Associates	9/1/1992
6	SDG 924908 DRAI 288-FRI Vol 9 & 10 of 10	Organic CLP Deliverables Sample Data Package (soil, water)	Accutest	Dan Raviv Associates	9/1/1992
6	SDG 924942 Dnal No 288-FRI Vol 1, 2 of 12	Organic CLP Deliverables Sample Data Package (soil, water)	Accutest	Dan Raviv Associates	9/2/1992
7	Project ID 86C289FRI Accutest Job No 924942R	Technical Report (soil)	Accutest	Dan Raviv Associates	12/30/1992
7	Project 86C288-FRI Accutest Job No 924811	Technical Report (soil)	Accutest	Dan Raviv Associates	11/4/1992
7	Job No 924811 and 924827 metals only soil-8-925-7/28/92	Inorganic Analysis Data Sheet (soil)	Accutest	Dan Raviv Associates	
7	Project 86C289FRI Accutest Job No 924909	Technical Report (soil)	Accutest	Dan Raviv Associates	11/4/1992
7	Project 86C289FRI Accutest Job No 924827	Technical Report (soil)	Accutest	Dan Raviv Associates	11/4/1992
7	Project 86C289-L Job No 922339, 922250, 922511, 922338, 922248, 922622, 922337, 922416	Technical Report (soil)	Accutest	Dan Raviv Associates	5/7/1992
7	Project 86C289FRI Job No 925156	Technical Report (soil)	Accutest	Dan Raviv Associates	11/3/1992
7	Project 86C289FRI Job No 924948	Technical Report (soil)	Accutest	Dan Raviv Associates	11/4/1992
7	Project 86C289FRI Job No 925131	Technical Report (soil)	Accutest	Dan Raviv Associates	11/4/1992
7	Project 86C289FRI Job No 925103	Technical Report (soil)	Accutest	Dan Raviv Associates	11/3/1992
7	Project 86C289FRI Job No 925040	Technical Report (soil)	Accutest	Dan Raviv Associates	11/4/1992
7	Project 86C289FRI Job No 925008	Technical Report (soil)	Accutest	Dan Raviv Associates	11/3/1992
7	Project 86C289FRI Job No 924982	Technical Report (soil, water)	Accutest	Dan Raviv Associates	11/3/1992
7	Project 86C289FRI Job No 924942	Technical Report (soil)	Accutest	Dan Raviv Associates	11/4/1992
7	Project 86C289FRI Job No 924898	Technical Report (soil)	Accutest	Dan Raviv Associates	11/4/1992
7	Project 86C289FRI Job No 924871	Technical Report (soil)	Accutest	Dan Raviv Associates	11/4/1992
7	Project 86C289-FRI Job No 924936	Technical Report (soil, water)	Accutest	Dan Raviv Associates	11/4/1992
8	Project No 86C289-GW Job No 912711 Vol 2 of 3	Technical Report (groundwater)	Accutest	Dan Raviv Associates	6/5/1991
8	Project No 86C289-GW Job No 912711 Vol 3 of 3	Technical Report (groundwater)	Accutest	Dan Raviv Associates	6/5/1991
8	Project No 86C289-GW Job No 912711 Vol 1 of 3	Technical Report (groundwater)	Accutest	Dan Raviv Associates	8/5/1991
8	Project No 86C289-50 Job No 816969	Technical Report (groundwater)	Accutest	Dan Raviv Associates	11/21/1991
8	Job No 916969 Sample E132607 & E132810 GC/MS support data	Addendum	Accutest	Ray Simonds/Dan Raviv Associates Inc.	11/28/1991
8	Job No 916970, 916969 File names E916970.dat, E916969.dat	Disk	Accutest	Keith Gagnon/Dan Raviv Associates	11/21/1991
8	Project 96C289-GN Job No 916970	Technical Report (groundwater)	Accutest	Dan Raviv Associates	11/21/1991
8	Project 96C289-GW Job No 914295	Technical Report (groundwater)	Accutest	Ray Simonds/Dan Raviv Associates Inc.	7/31/1991
8	Project 96C289-GW Job No 914295	Technical Report (groundwater)	Accutest	Ray Simonds/Dan Raviv Associates Inc.	7/28/1991

5533-336

Job No	Description	Location	Company	Recipient	Date
8	Job No B533-Dan Raviv-Hatco Vol 2 GCMS -Raw data Sample #s 69267-99268 GC/EC-raw data chain of custody/lab chronicles	Raw Data Report(water)	Envirotech Research Inc	Dan Raviv Associates	8/2/1992
9	Job No H820-Hatco	Lab Results(soil)	Michael Urban/Envirotech	Cecilia Fontana/Dan Raviv Associates	11/18/1994
9	Job No H831-Hatco	Lab Results(soil)	Michael Urban/Envirotech	Cecilia Fontana/Dan Raviv Associates	11/21/1994
9	Job No H901 Vol 2 GCMS Forms and Data (cont)	GC Forms and Data(soil)	Envirotech Research Inc	Dan Raviv Associates	11/17/1994
9	Job No H901-Hatco	Lab Results(soil)	Michael Urban/Envirotech	Dan Raviv Associates	12/7/1994
9	Job No H875A-Hatco	Lab Results(soil)	Michael Urban/Envirotech	Dan Raviv Associates	11/14/1994
9	Job No H875-Hatco	Lab Results(soil)	Michael Urban/Envirotech	Dan Raviv Associates	11/14/1994
10	Dial 86C289 Vol 2 of 5 Figures RI Report	Remedial Investigation Report	Dan Raviv Associates	Georgios Chrysos/Hatco	May-93
11	Analytical Data Job No. 925031 Project 86C289/PT3	Technical Report(soil, water)	Acoustec	Ray Simmonds/Dan Raviv Associates Inc.	11/4/1992
11	Analytical Data Job No. 925234 Project 86C289-51	Technical Report(soil, water)	Acoustec	Ray Simmonds/Dan Raviv Associates Inc.	11/10/1992
11	Technical Report Job No 826157 Project 86C289-02	Technical Report(soil)	Acoustec	Cecilia Collier/Dan Raviv Associates Inc.	11/19/1992
11	Results Job No 1592A-Hatco	Lab Results	Michael Urban/Envirotech	Cecilia Fontana/Dan Raviv Associates, Inc.	3/30/1995
11	Laboratory Data sheets for IRM Report on NAPL in vicinity of the Hydrotherm Building	Lab Results(soil)	Acoustec/Envirotech Research	Dan Raviv Associates	12/22/1994
11	Job No P180-Hatco	Lab Results(soil, water)	Michael Urban/Envirotech	Pete Gropp/Dan Raviv Associates	7/22/1998
11	Job No J873-Leak Investigation	Lab Results(soil)	Michael Urban/Envirotech	Cecilia Fontana/Dan Raviv Associates, Inc.	7/24/1995
11	Job No C972-Hatco	Lab Results(water)	Michael Urban/Envirotech	Cecilia Collier/Dan Raviv Associates Inc.	12/7/1992
11	Job No C138-C143-Hatco	Lab Results(water)	Michael Urban/Envirotech	Bruce Ross/Dan Raviv Associates Inc.	9/28/1992
11	Job No C175	Lab Results(oil)	Michael Urban/Envirotech	James Millikin/Dan Raviv Associates Inc.	8/25/1992
11	Job No C480-Hatco	Lab Results(soil)	Michael Urban/Envirotech	R. Hollender/Dan Raviv Associates Inc.	10/6/1992
11	Job No C700-Hatco	Lab Results(water, soil)	Michael Urban/Envirotech	R. Hollender/Dan Raviv Associates Inc.	11/23/1992
11	Job No B569-Hatco	Lab Results(soil)	Michael Urban/Envirotech	Jim Kenny/Dan Raviv Associates Inc.	5/21/1992
11	Job No A142	Lab Results(water)	Michael Urban/Envirotech	James Millikin/Dan Raviv Associates Inc.	10/23/1991
11	Job No H133-Hatco	Lab Results(soil)	Michael Urban/Envirotech	Cecilia Fontana/Dan Raviv Associates, Inc.	12/14/1994
12	Job No D416	Lab Results(soil, metal, water)	Michael Urban/Envirotech	James Millikin/Dan Raviv Associates Inc.	2/10/1993
12	Job No E810-Hatco	Lab Results(soil)	Michael Urban/Envirotech	Cecilia Collier/Dan Raviv Associates	9/1/1993
12	Job No E826-Hatco	Lab Results(soil)	Michael Urban/Envirotech	Cecilia Collier/Dan Raviv Associates	9/2/1993
12	Job No E823-Hatco	Lab Results(soil)	Michael Urban/Envirotech	Cecilia Collier/Dan Raviv Associates	9/2/1993
12	Job No E806-Hatco	Lab Results(soil)	Michael Urban/Envirotech	Cecilia Collier/Dan Raviv Associates	8/25/1993
12	Job No E840-Hatco	Lab Results(soil)	Michael Urban/Envirotech	Cecilia Collier/Dan Raviv Associates	9/13/1993
12	Job No E838-Hatco	Lab Results(soil)	Michael Urban/Envirotech	Cecilia Collier/Dan Raviv Associates	8/25/1993
12	Job No E804-Hatco	Lab Results(soil)	Michael Urban/Envirotech	Cecilia Collier/Dan Raviv Associates	9/3/1993
12	Job No E804-51 Dewatering Pumps 1-2-3	Lab Results(water)	Michael Urban/Envirotech	Cecilia Collier/Dan Raviv Associates	9/3/1993
12	Project No 86C289E Acoustec Job No 832209 Vol 2	Technical Report(soil, water)	Acoustec	Dan Raviv Associates	5/27/1993
12 of 3					

805533PG337

5533-337

Col	Description	Document	Author	Recipient	Date
12	Accutest Job No 932289 Project No 86C289E Accutest Job No 932289 Vol 1 of 3	Laboratory Chronicle (soil, water)	Accutest	Dan Raviv Associates	4/28/1993
12	Job No. C889 Vol 2 GC/MS-Raw Data GC/EC-Raw Data Chain of Custody/Lab Chronicles	Technical Report (soil, water)	Accutest	Dan Raviv Associates	5/27/1993
13	Job No C700 Vol 3 GC/MS-Raw Data Sample #'s 75139-75139A GC/EC-Raw Data Chain of Custody/Lab Chronicles	Raw Data Report (water)	Envirotech Research Inc	Dan Raviv Associates	12/10/1992
13	Job No B533-Hatco	Raw Data Report (water, soil)	Envirotech Research Inc	Dan Raviv Associates	
13	Job No D416	Lab Results (water)	Michael Urban/Envirotech	James Kenny/Dan Raviv Associates, Inc	5/21/1992
13	Job No C700 Vol 2 GC/MS-Raw Data Sample #'s 75126-75125	Lab Results (metals, soil)	Michael Urban/Envirotech	James Millikin/Dan Raviv Associates Inc	2/10/1993
13	Job No C889 - Hatco	Raw Data Report (water, soil)	Envirotech Research Inc	Dan Raviv Associates	
13	Job No C889 - Hatco	Lab Results (water)	Michael Urban/Envirotech	Rebecca Hollander/Dan Raviv Associates	11/16/1992
13	Job No 920349 Project No 86C289 Ecotoxic Phase 1 Base Neutral, Marfan Phase 1	Sample Summary (groundwater)	Accutest	Ray Simmonds/Dan Raviv Associates Inc.	2/11/1992
13	Data Listing for Volatiles	Analytical Report (metals)	Environ	Dan Raviv Associates	7/11/88, 7/6/88
14	Vol 3 of 5 Tables RI Report Drai Job No 86C289	Remedial Investigation Report (soil, surface water, groundwater)	Dan Raviv Associates	George Chrysos/Hatco	May-93
15	Project 86C289W Job No 910175	Lab Results (water)	Michael Urban/Envirotech	Colette Jirkes/Dan Raviv Associates	9/3/1993
15	Project No 86C289-OW Job No 910196R	Technical Report (water)	Accutest	Ray Simmonds/Dan Raviv Associates Inc.	1/22/1991
15	Project No 86C289-OW Job No 910196	Technical Report (water)	Accutest	Ray Simmonds/Dan Raviv Associates Inc.	2/1/1991
15	Project No 86C289-OW Job No 910258	Technical Report (water)	Accutest	Ray Simmonds/Dan Raviv Associates Inc.	1/21/1991
15	Project No 86C289-OW Job No 910253R	Technical Report (water)	Accutest	Ray Simmonds/Dan Raviv Associates Inc.	1/22/1991
15	Project 86C289/OW Job No 910126	Technical Report (water)	Accutest	Ray Simmonds/Dan Raviv Associates Inc.	2/1/1991
15	Project 86C289/OW Job No 910126	Technical Report (water)	Accutest	Ray Simmonds/Dan Raviv Associates Inc.	1/22/1991
15	Project 86C289/OW Job No 910175	Technical Report (water)	Accutest	Ray Simmonds/Dan Raviv Associates Inc.	1/19/1991
15	Project 86C289W Job No 910196	Technical Report (water)	Accutest	Ray Simmonds/Dan Raviv Associates Inc.	1/19/1991
15	Sample No E100885	Analysis Report (water)	Accutest	Dan Raviv Associates	1/10/1991
16	Project 86C289-OW Job No 910258	Technical Report (water)	Accutest	Ray Simmonds/Dan Raviv Associates Inc.	1/22/1991
16	Project 86C289-OW Job No 910253R	Technical Report (other solid)	Accutest	Ray Simmonds/Dan Raviv Associates Inc.	1/29/1991
16	Project 86C289 OW	Chain of Custody Record (water)	Dan Raviv Associates	Hatco	Jan-91
16	Job No B673-Hatco	Lab Results (water)	Michael Urban/Envirotech	Bruce Ross/Dan Raviv Associates Inc.	6/15/1992

5533-338

GRACE HATCO Known Conditions Document List

Job No.	Description	Document	Author	Recipient	Date
15 Job No. 8674	Soil Samples 8-9/82 Oil/Grease & TPHC Analysis	Lab Results (soil)	Michael Urban/Envirotech	Bruce Rose/Dan Raviv Associates Inc.	8/10/1992
15 Hatco 86C289-FRI		Technical Report	Accutest	Cecilia Collier/Dan Raviv Associates Inc.	12/30/1992
15 Project 86C289 Job No. 910016		Technical Report (soil)	Accutest	Andrew Lent/Dan Raviv Associates	1/10/1991
15 Project 86C289 Job No. 907665		Technical Report (other solid)	Accutest	Ray Simonds/Dan Raviv Associates Inc.	1/28/1991
		Lab Results (soil, sediment, water, oil, liquid)			
15 Job No. 0017-Hatco		Technical Report (water)	Envirotech Research Inc	Jim Kenny/Dan Raviv Associates Inc.	7/28/1992
15 Report No. 20900-014		Technical Report (water)	York Laboratories	Julie Spencer	11/8/1988
15 ETC Sample No. N9856 Sample Point HC1S		Technical Report (water)	ETC	Dan Raviv Associates	11/4/1988
15 ETC Sample No. N9857 Sample Point HC2S		Technical Report (water)	ETC	Dan Raviv Associates	10/18/1988
15 ETC Sample No. N9858 Sample Point HC1DA		Technical Report (water)	ETC	Dan Raviv Associates	10/18/1988
15 ETC Sample No. N9872 Sample Point HG1DB		Technical Report (water)	ETC	Dan Raviv Associates	10/18/1988
15 ETC Sample No. N9859 Sample Point XTRIPBLANK		Technical Report (water)	ETC	Dan Raviv Associates	10/18/1988
15 ETC Sample No. M1851 Sample Point W6S		Technical Report (water)	ETC	Dan Raviv Associates	6/4/1988
15 ETC Sample No. M1853 Sample Point W6S		Technical Report (water)	ETC	Dan Raviv Associates	6/10/1988
15 ETC Sample No. M1855 Sample Point W4S		Technical Report (water)	ETC	Dan Raviv Associates	7/17/1988
15 ETC Sample No. M1857 Sample Point W3D		Technical Report (water)	ETC	Dan Raviv Associates	7/17/1988
15 ETC Sample No. M1852 Sample Point W3S		Technical Report (water)	ETC	Dan Raviv Associates	6/4/1988
15 ETC Sample No. M1858 Sample Point W2D		Technical Report (water)	ETC	Dan Raviv Associates	6/4/1988
15 ETC Sample No. L9270 Sample Point BSED-3		Technical Report (soil)	ETC	Dan Raviv Associates	6/19/1988
Summarized Ground Water Volatile Compounds					
15 from 1982-1984 Attachment 2		Technical Report	ETC	Dan Raviv Associates	1982-1984
15 ETC Sample No. M1856 Sample Point W1S		Technical Report (water)	ETC	Dan Raviv Associates	
15 ETC Sample No. M1954 Sample Point W1D		Technical Report (water)	ETC	Dan Raviv Associates	
		Technical Report (water, sediment)	ETC	Dan Raviv Associates	6/19/1988
15 ETC Sample No. L9288 Sample Point BSED-1		Technical Report (water, sediment)	ETC	Dan Raviv Associates	6/19/1988
15 ETC Sample No. L9289 Sample Point BSED-2		Technical Report (water, sediment)	ETC	Dan Raviv Associates	6/17/1988
15 ETC Sample No. L9271-7274		Technical Report (water, sediment)	ETC	Dan Raviv Associates	
Summary of Analytical Results, Index of Samples, Site Plan, Detailed analytical results for samples with 15 significant results		Analytical Information (soil, sludge, water)	George Napack/Hatco	Dan Raviv/Dan Raviv Associates	2/8/1988
16 Report No. 20890-312		Technical Report (soil, water)	York Laboratories	Ray Simonds/Dan Raviv Associates Inc.	5/13/1988
16 Report No. 20890-289		Technical Report (soil, water)	York Laboratories	Ray Simonds/Dan Raviv Associates Inc.	5/11/1988
16 Report No. 20890-302		Technical Report (soil, water)	York Laboratories	Ray Simonds/Dan Raviv Associates Inc.	5/13/1988
16 Report No. 20890-710		Technical Report (water)	York Laboratories	Andrew Lent/Dan Raviv Associates	5/30/1988
16 Report No. 20890-653 2 copies		Technical Report (water)	York Laboratories	Ray Simonds/Dan Raviv Associates Inc.	9/12/1988
16 Report No. 20890-710 Appendix B		Subcontractors Report (water)	York Laboratories	Andrew Lent/Dan Raviv Associates	6/15/1989
16 Report No. 20890-1346		Technical Report (soil)	York Laboratories	Andrew Lent/Dan Raviv Associates	10/27/1989
16 Report No. 20890-1302 2 copies		Technical Report (soil)	York Laboratories	Andrew Lent/Dan Raviv Associates	9/19/1989
16 Report No. 20890-1038 2 copies		Technical Report (water)	York Laboratories	Ray Simonds/Dan Raviv Associates Inc.	8/15/1988

5533-339

GRACE HATCO Environmental Conditions Document List

Doc ID	Doc Title	Doc Format	Author	Recipient	Date
15	Report No 20880-300	Technical Report (soil)	York Laboratories	Ray Simonds/Dan Raviv Associates Inc.	5/12/1988
16	Report No 20880-306	Technical Report (soil)	York Laboratories	Ray Simonds/Dan Raviv Associates Inc.	5/13/1988
16	Report No 20880-1303	Technical Report (soil, water)	York Laboratories	Andrew Lant/Dan Raviv Associates	10/13/1988
17	Report No 20880-1413	Technical Report (soil)	York Laboratories	Ray Simonds/Dan Raviv Associates Inc.	11/1/1988
17	Report No 20880-343	Technical Report (water)	York Laboratories	Dan Raviv Associates	5/24/1988
17	Report No 20880-258 & 261	Technical Report (soil, water)	York Laboratories	Frank Gatchell/Dan Raviv Associates	4/18/1988
17	Report No 20880-300	Technical Report (soil)	York Laboratories	Dan Raviv Associates	5/12/1988
17	Report No 20880-302	Technical Report (soil, water)	York Laboratories	Dan Raviv Associates	5/13/1988
17	Report No 20880-118 (1 of 2)	Technical Report (water, soil)	York Laboratories	Dan Raviv Associates	2/16/1988
17	Report No 20880-124	Technical Report (water, soil)	York Laboratories	Dan Raviv Associates	2/8/1988
17	Report No 20880-306	Technical Report (soil)	York Laboratories	Dan Raviv Associates	5/13/1988
17	Report No 20880-135	Technical Report (soil, water)	York Laboratories	Dan Raviv Associates	2/11/1988
17	Report No 20880-141	Technical Report (soil, water)	York Laboratories	Dan Raviv Associates	2/17/1988
18	Job No C759 Surface Water K024 Area Dral Job No 208-FR1	Analytical Report (water)	Envirotech Research Inc	Dan Raviv Associates	10/28/1992
18	Project 86C288-GW Job No 812711	Technical Report (groundwater)	Accufest	Dan Raviv Associates	5/30/1991
18	Job No C757-Hatco	Lab Results (water)	Michael Urban/Envirotech	Cecilia Collier/Dan Raviv Associates Inc.	12/3/1992
18	Job C757-Dan Raviv-Hatco Vol 2	Lab Results (water)	Michael Urban/Envirotech	Cecilia Collier/Dan Raviv Associates Inc.	12/3/1992
18	Job 0923-Hatco	Lab Results (sediment)	Michael Urban/Envirotech	G. Alexander/Dan Raviv Associates	5/24/1993
18	Job No C688-Dan Raviv Associates, Inc.-Hatco Vol 2 GC/MS-Raw Data GC/EC-Raw Data Crash of 2 Custody/Lab Chronicals	Raw Data Report (water)	Envirotech Research Inc	Dan Raviv Associates	11/19/1992
18	Job No C688-Hatco	Lab Results (volatiles organics)	Michael Urban/Envirotech	Rebecca Hollender/Dan Raviv Associates	11/19/1992
18	Job No C700-Hatco	Lab Results (water)	Michael Urban/Envirotech	Rebecca Hollender/Dan Raviv Associates	11/19/1992
18	Exx Preliminary Hatco Data	Lab Results (water)	Jim Schwallier/Envirotech Research Inc	Dan Raviv/Dan Raviv Associates	11/27/1992
18	Job No 8673-Hatco	Lab Results (water)	Michael Urban/Envirotech	Bruce Rossi/Dan Raviv Associates Inc.	6/15/1992
19	Report No 20880-306	Technical Report (soil)	York Laboratories	Ray Simonds/Dan Raviv Associates Inc.	5/13/1988
19	Report No 20880-289 & 300 3 copies	Technical Report (soil)	York Laboratories	Ray Simonds/Dan Raviv Associates Inc.	5/11/1988
19	Report No 20880-302 3 copies	Technical Report (soil)	York Laboratories	Ray Simonds/Dan Raviv Associates Inc.	5/13/1988
19	Report No 20880-306 & 312 2 copies	Technical Report (soil)	York Laboratories	Ray Simonds/Dan Raviv Associates Inc.	5/13/1988
20	Report No 20880-434B Oral Hatco Attachment B to Air Report 1 of 1 Job No 8302671-	Analytical Report (soil, water)	York Laboratories	Ray Simonds/Dan Raviv Associates Inc.	5/13/1988
20	001GM Attachment A to air report 2 of 2 Job No 8302671-	Air Monitoring Laboratory Data Package	Princeton testing laboratory inc	Drew Lant/Hatco	10/27/1988
20	001GM Attachment A to air report 1 of 2 Job No 8302671-	Air Monitoring Laboratory Data Package	Princeton testing laboratory inc	Hatco Corporation	
20	001GM Attachment A to air report 1 of 2 Job No 8302671-	Air Monitoring Laboratory Data Package	Princeton testing laboratory inc	Hatco Corporation	
20	Report No 20880-116 (3 copies)	Technical Report (soil, water)	York Laboratories	Frank Gatchell/Dan Raviv Associates	2/18/1988

5533-340

GRACE HATCO Known Conditions Document List

Doc #	Doc Title	Doc Description	Doc Content	Author	Recipient	Doc Date
20	Report No 20650-124		Technical Report (soil, water)	York Laboratories	Frank Getchell/Dan Raviv Associates	2/8/1988
20	Report No 20650-108		Technical Report (water)	York Laboratories	Frank Getchell/Dan Raviv Associates	2/4/1988
21	Job No 1527-Hatco		Lab Results (oil)	Michael Urban/Envirotech	Cecilia Fontana/Dan Raviv Associates, Inc	1/31/1985
21	Job No H572A-Hatco		Lab Results (oil)	Michael Urban/Envirotech	Cecilia Fontana/Dan Raviv Associates, Inc	11/21/1984
21	Job No 944324-Project ID 289-511		Technical Report (soil)	Accutest	Dan Raviv Associates	7/6/1984
21	Client ID PROO 268 Lab ID 034630-0001-SA		Analytical Results (soil)	Enseco	Dan Raviv Associates	8/24/1984
21	Job No G453-Hatco		Lab Results (oil, water)	Michael Urban/Envirotech	Cecilia Fontana/Dan Raviv Associates, Inc	5/24/1984
21	Job No G453-Hatco Vol 2/GC Forms and Data		Lab Results (oil, water)	Michael Urban/Envirotech	Cecilia Fontana/Dan Raviv Associates, Inc	5/24/1984
21	Job No 932288 Project ID 86C289E 2 copies		Technical Report (water, soil)	Accutest	Dan Raviv Associates	5/27/1993
21	Project 86C289-52 Job No 924357		Technical Report (oil, concrete)	Accutest	Dan Raviv Associates	8/16/1982
21	Job No G687-Dan Raviv Associates, Inc-Hatco Vol 3		Technical Report (oil, concrete)	Accutest	Dan Raviv Associates	
21	GC Forms and Data		Technical Report (water, oil)	Envirotech Research Inc	Dan Raviv Associates	
22	SDG 924948 Dial No 289-FRI Vol 4, 5, & 6		Organic CLP Deliverables Sample Data Summary Package (soil)	Accutest	Dan Raviv Associates	9/23/1992
22	SDG 924948 Dial No 289-FRI Vol 7 & 8		Organic CLP Deliverables Sample Data Summary Package (soil)	Accutest	Dan Raviv Associates	9/23/1992
22	SDG 924948 Dial No 289-FRI Vol 9 & 10		Organic CLP Deliverables Sample Data Summary Package (soil)	Accutest	Dan Raviv Associates	9/23/1992
22	SDG 924948 Dial No 289-FRI Vol 1, 2, & 3		Organic CLP Deliverables Sample Data Summary Package (soil, water)	Accutest	Dan Raviv Associates	9/4/1992
22	SDG 924948 Dial No 289-FRI Vol 7-10 of 10		Organic CLP Deliverables Sample Data Summary Package (soil, water)	Accutest	Dan Raviv Associates	9/4/1992
22	SDG 924948 Dial No 289-FRI Vol 4, 5, & 6 of 10		Organic CLP Deliverables Sample Data Summary Package (soil, water)	Accutest	Dan Raviv Associates	9/4/1992
22	Job No H875A-Hatco		Lab Results (soil)	Michael Urban/Envirotech	Dan Raviv Associates	12/7/1994
22	Job No H875A-Hatco		Lab Results (sediment, soil)	Envirotech Research Inc	Cecilia Fontana/Dan Raviv Associates, Inc	12/14/1994
22	Job No H801-Hatco		Lab Results (soil)	Envirotech Research Inc	Cecilia Fontana/Dan Raviv Associates, Inc	11/17/1994
22	Job No H867-Hatco		Lab Results (soil)	Envirotech Research Inc	Cecilia Fontana/Dan Raviv Associates, Inc	11/16/1994
22	Job No H843-Hatco		Lab Results (soil)	Envirotech Research Inc	Cecilia Fontana/Dan Raviv Associates, Inc	11/22/1994
22	Job No H831-Hatco		Lab Results (soil)	Envirotech Research Inc	Cecilia Fontana/Dan Raviv Associates, Inc	11/21/1994
22	Job No H820-Hatco		Lab Results (soil)	Envirotech Research Inc	Cecilia Fontana/Dan Raviv Associates, Inc	11/19/1994
22	Job No 1536-Hatco		Lab Results (water)	Michael Urban/Envirotech	Cecilia Fontana/Dan Raviv Associates, Inc	1/8/1995

5533-341

B05533PG341

GRACE HATCO Known Conditions Document List

Job No.	Description	Deliverable	Author	Recipient	Date
22 Job No 1301-Hatco		Lab Results(water)	Michael Urban/Envirotech	Cecilia Fontana/Dan Raviv Associates, Inc.	11/10/1985
22 Job No 1033-Hatco		Lab Results(water)	Envirotech Research Inc	Cecilia Fontana/Dan Raviv Associates, Inc.	12/8/1994
22 Job No 1018-Hatco		Lab Results(water)	Envirotech Research Inc	Cecilia Fontana/Dan Raviv Associates, Inc.	12/5/1994
22 Job No 1002-Hatco		Lab Results(water)	Envirotech Research Inc	Cecilia Fontana/Dan Raviv Associates, Inc.	11/30/1994
23 924827 Drai No 289-FRI Vol 1, 2 & 3		Organic CLP Deliverables Sample Data Summary Package(soil, water)	Accutest	Dan Raviv Associates	8/26/1992
23 924811 Drai No 289-Fri Vol 3, 4 & 5		Organic CLP Deliverables Sample Data Summary Package(soil, water)	Accutest	Dan Raviv Associates	8/25/1992
23 924811 Drai No 289-Fri Vol 1 & 2		Organic CLP Deliverables Sample Data Summary Package(soil, water)	Accutest	Dan Raviv Associates	8/25/1992
23 924827 Drai No 289-FRI Vol 7 & 8		Organic CLP Deliverables Sample Data Summary Package(soil, water)	Accutest	Dan Raviv Associates	8/29/1992
23 Job No 924835 Project No 88C289-FRI vol 1 & 2		Organic CLP Deliverables Sample Data Summary Package(soil)	Accutest	Dan Raviv Associates	8/27/1992
24 Vol 3 of 5 Tables RI Report Drai Job No 88C289 (2 copies)		Remedial Investigation Report(soil, sediment, groundwater, surface water)	Dan Raviv Associates	George Chrysler/Hatco	May 1993
24 Vol 4 of 5 Appendices A - D RI Report Drai Job No 88C289 (2 copies)		Remedial Investigation Report(soil, sediment, groundwater, surface water)	Dan Raviv Associates	George Chrysler/Hatco	May 1993
25 Job No 1593-Hatco		Lab Results(soil)	Michael Urban/Envirotech	Cecilia Fontana/Dan Raviv Associates, Inc.	2/22/1995
25 Job No 1593A-Hatco		Lab Results(soil)	Michael Urban/Envirotech	Cecilia Fontana/Dan Raviv Associates, Inc.	3/6/1995
25 Client Sample ID P13 Sample No 19524 Job No 1523 Fraction VOC		Tentatively Identified Compounds	Envirotech Research Inc	Dan Raviv Associates	
25 Client Sample ID PROD-P13 Sample No 19524 Job No 1523 Fraction TL1BN		Tentatively Identified Compounds	Envirotech Research Inc	Dan Raviv Associates	
25 Client Sample Identification Manhole Sample No 19525 Job No 1523 Fraction VOC		Tentatively Identified Compounds	Envirotech Research Inc	Dan Raviv Associates	
25 Client Sample ID PROD-Manhole Sample No 19525 Job No 1523 Fraction TL1BN		Tentatively Identified Compounds	Envirotech Research Inc	Dan Raviv Associates	
25 Client Sample ID P6 Sample No 19526 Job No 1523 Fraction VOC		Tentatively Identified Compounds	Envirotech Research Inc	Dan Raviv Associates	
25 Job No 1002-Hatco		Lab Results(water)	Envirotech Research Inc	Cecilia Fontana/Dan Raviv Associates, Inc.	11/30/1994
25 Job No 1018-Hatco		Lab Results(water)	Envirotech Research Inc	Cecilia Fontana/Dan Raviv Associates, Inc.	12/5/1994
25 Job No 1018-Dan Raviv-Hatco Vol 2 GC/MS Forms and Data GC Forms and Data Petroleum and Hydrocarbons Forms and Data		Lab Results(water)	Envirotech Research Inc	Dan Raviv Associates	12/8/1994

5533-342

B05533PG342

BS/PC#	Job Description	Document	Author	Recipient	Date
25	Job No 1301-Hatco	Lab Results(water)	Michael Urban/Envirotech	Cecilia Fontana/Dan Raviv Associates, Inc.	1/10/1995
25	Job No 1335-Hatco	Lab Results(water)	Michael Urban/Envirotech	Cecilia Fontana/Dan Raviv Associates, Inc.	1/6/1995
26	Job No H943-Hatco	Lab Results(soil)	Envirotech Research Inc	Cecilia Fontana/Dan Raviv Associates, Inc.	11/22/1994
26	Job No H943-Hatco Vol 2 GC/MS Forms and Data	GC Forms and Data(soil)	Envirotech Research Inc	Cecilia Fontana/Dan Raviv Associates, Inc.	11/22/1994
26	Job No 1033-Hatco	Lab Results(water)	Envirotech Research Inc	Cecilia Fontana/Dan Raviv Associates, Inc.	12/6/1994
26	Job No 1033-Hatco Vol 2 GC Forms and Data	Petroleum Hydrocarbons Forms and Data(water)	Envirotech Research Inc	Cecilia Fontana/Dan Raviv Associates, Inc.	12/6/1994
26	GC/MS Forms and Data	Technical Report(water, soil)	Accutest	Dan Raviv Associates	3/2/1990
27	Project 860289-GW Job No 900520	Technical Report(water)	Accutest	Dan Raviv Associates	5/10/1990
27	Project 860289-GW Job No 902052 vol 2 of 3	Technical Report(water)	Accutest	Dan Raviv Associates	5/10/1990
27	Project 860289-GW Job No 902052 vol 1 of 3	Technical Report(water)	Accutest	Dan Raviv Associates	5/10/1990
27	Project 860289-GW Job No 902052 vol 3 of 3	Technical Report(groundwater)	Accutest	Dan Raviv Associates	5/10/1990
27	Project 860289-GW Job No 900682	Technical Report(soil)	Accutest	Andrew Lent/Dan Raviv Associates	2/28/1990
27	Project 860289-GW Job No 901024	Technical Report(groundwater)	Accutest	Dan Raviv Associates	3/23/1990
27	Project 860289-GW Job No 902052	Technical Report(water, groundwater)	Accutest	Dan Raviv Associates	5/9/1990
27	Ground Water Analysis	Monitoring Well Reports	York Laboratories	Hatco Corporation	Jul-90
27	Job No 900172 Project 860289-GW	Technical Report(water)	Accutest	Dan Raviv Associates	2/8/1990
27	Job No 900456 Project 860289-GW	Technical Report(soil)	Accutest	Dan Raviv Associates	3/2/1990
27	Job No 900456 Project 860289-GW	Technical Report(soil)	Accutest	Dan Raviv Associates	2/22/1990
28	Text Figures and Tables Drai Job No 860289-RIR Vol 1 of 5 Text Figure and Tables Drai Job No 860289 (2 copies)	Draft revised Remedial Investigation Report(soil, sediment, water)	Dan Raviv Associates	George Chrysler/Hatco	Aug-94
28	SEPA 8245156 3 of 3	Remedial Investigation Report(soil, sediment, water)	Dan Raviv Associates	George Chrysler/Hatco	May-93
28	Job No 8245156 3 of 3	Organic CLP Deliverables Sample Data Summary Package(water, soil)	Accutest	Dan Raviv Associates	9/15/92
29	Job No 8245156 Vol 1 of 1	Inorganics Conformance Summary(soil, water)	Accutest	Dan Raviv Associates	8/28/92
29	Job No 8245156 Vol 2 of 2	Technical Report(water, soil)	Accutest	Dan Raviv Associates	8/27/92
29	Job No 8245156 Vol 1 of 2	Inorganics Conformance Summary(water, soil)	Accutest	Dan Raviv Associates	8/27/92
29	Job No 8245156 Vol 1 of 1	USEPA CLP Inorganics SOW Document(soil)	Accutest	Dan Raviv Associates	8/25/92
29	Job No 8245156 Vol 1 of 2	USEPA CLP Inorganics SOW Document(soil, water)	Accutest	Dan Raviv Associates	8/28/92
29	Job No 8245156 Vol 2 of 2	Technical Report(soil, water)	Accutest	Dan Raviv Associates	8/28/92
30	924942 Vol 7, 8 & 9 of 12 Drai 289-Fri	Organic CLP Deliverables Sample Data Summary Package(soil, water)	Accutest	Dan Raviv Associates	Aug-92
30	924942 Vol 10 & 11 of 12 Drai 289-Fri	Organic CLP Deliverables Sample Data Summary Package(soil, water)	Accutest	Dan Raviv Associates	9/2/1992

5533-343

B05533PG343

GRACE HATCO Engine Conditions Document List

Barcode	Description	Document	Analysis	Recipient	Date
30	924942 Vol 12 of 32 Dral 289 Frl	Organic CLP Deliverables Sample Data Summary Package(soil,water)	Accutest	Dan Raviv Associates	9/2/1992
30	924942 Vol 3 & 4 of 12 Dral 289 Frl	Organic CLP Deliverables Sample Data Summary Package(soil,water)	Accutest	Dan Raviv Associates	9/2/1992
30	924942 Vol 5 & 6 of 12 Dral 289 Frl	Organic CLP Deliverables Sample Data Summary Package(soil,water)	Accutest	Dan Raviv Associates	9/2/1992
30	924948 Vol 1, 2 & 3 of 10 Dral 289 Frl	Organic CLP Deliverables Sample Data Summary Package(soil,water)	Accutest	Dan Raviv Associates	9/2/1992
31	Report No 20880-275	Technical Report(soil)	York Laboratories	Dan Raviv Associates	5/10/88
31	Report No 20880-124	Technical Report(soil)	York Laboratories	Dan Raviv Associates	2/8/88
31	Report No 20880-282	Technical Report(soil)	York Laboratories	Dan Raviv Associates	4/2/88
31	Report No 20880-312	Technical Report(soil)	York Laboratories	Dan Raviv Associates	5/13/88
31	Report No 20880-263	Technical Report(soil)	York Laboratories	Dan Raviv Associates	4/21/88
31	Report No 20880-201	Technical Report(soil)	York Laboratories	Dan Raviv Associates	3/1/88
31	Report No 20880-275	Technical Report(soil)	York Laboratories	Ray Simonds/Dan Raviv Associates Inc.	5/10/88
31	Report No 20880-135	Technical Report(soil)	York Laboratories	Frank Getchell/Dan Raviv Associates	2/11/88
31	Sampling Protocol for Monitoring Wells	Protocol for Quarterly Sampling at Nuodex Inc.	Robert Starr/Geraghty & Miller, Inc	Mario Cephal/Nuodex, Inc	3/5/85
31	Report No 20880-116 (2 of 2)	Technical Report(soil)	York Laboratories	Dan Raviv Associates	2/16/88
32	Job No H305-Hatco	Lab Results(water)	Michael Urban/Envirotech	Cecilia Fontana/Dan Raviv Associates, Inc	9/8/1994
32	Project 289-RIR Job No 948911	Technical Report(elt)	Accutest	Dan Raviv Associates	12/22/1994
32	Job No H572-Hatco	Lab Results(soil)	Michael Urban/Envirotech	Dan Raviv Associates	10/19/1994
32	Job No G697 Vol 2 GCMS Forms and Data	Technical Report(soil,water)	Envirotech Research Inc.	Dan Raviv Associates	1984
32	Job No G697-Hatco	Lab Results(water)	Michael Urban/Envirotech	Dan Raviv Associates	7/7/1994
32	Job No G324-Hatco	Lab Results(soil)	Michael Urban/Envirotech	Dan Raviv Associates	5/2/1994
32	Job No G295-Hatco	Lab Results(soil)	Michael Urban/Envirotech	Dan Raviv Associates	5/3/1994
33	Attachment 3 Surface Water Laboratory Data Sheets 10/26/92, Job No C757-Hatco 10 copies	Lab Results(water)	Michael Urban/Envirotech	Cecilia Collier/Dan Raviv Associates Inc.	12/3/1992
33	Attachment 2 Groundwater Lab Data Sheets 4/26 & 10/19, 20/92, Job No B533-Hatco 9 copies	Lab Results(water)	Michael Urban/Envirotech	James Kenny/Dan Raviv Associates, Inc	5/21/1992
34	Report No 20880-289 2 copies	Technical Report(water)	York Laboratories	Dan Raviv Associates	3/2/1988
34	Report No 20880-101	Technical Report(groundwater)	York Laboratories	Dan Raviv Associates	2/4/1988
34	Report No 20880-283	Technical Report(water)	York Laboratories	Dan Raviv Associates	4/21/1988
34	Report No 20880-282	Technical Report(soil)	York Laboratories	Dan Raviv Associates	4/21/1988
34	Report No 20880-218 2 copies	Technical Report(soil)	York Laboratories	Dan Raviv Associates	3/2/1988
34	Report No 20880-200	Technical Report(water)	York Laboratories	Hatco/Dan Raviv Associates	3/6/1988
34	Report No 20880-109	Technical Report(water)	York Laboratories	Dan Raviv Associates	2/4/1988
34	Report No 20880-259	Technical Report(soil,water)	York Laboratories	Frank Getchell/Dan Raviv Associates	4/18/1988
34	Report No 20880-281	Technical Report(soil,water)	York Laboratories	Frank Getchell/Dan Raviv Associates	4/20/1988
34	Report No 20880-287	Technical Report(soil,water)	York Laboratories	Frank Getchell/Dan Raviv Associates	4/22/1988
34	Report No 20880-287	Technical Report(soil,water)	York Laboratories	Ray Simonds/Dan Raviv Associates Inc.	5/10/1988

5533-334

B05533PG344

Job No.	Description	Document	Author	Recipient	Date
34	Report No 20880-201	Technical Report (soil, water)	York Laboratories	Frank Geisler/Dan Raviv Associates	3/1/1988
34	Report No 20880-107	Technical Report (water)	York Laboratories	Dan Raviv Associates	2/4/1988
	Vol 5 of 5 Appendices E - G RI Report Drai Job No 86C289 (3 copies)	Remedial Investigation Report (soil, surface water, groundwater)	Dan Raviv Associates	George Chrys/Hatco	May-93
	Vol 4 of 5 Appendices A - D RI Report Drai Job No 86C289	Remedial Investigation Report (soil, surface water, groundwater)	Dan Raviv Associates	George Chrys/Hatco	May-93
35	Report No 20880-124	Analytical Report (water, soil)	York Laboratories	Dan Raviv Associates	2/8/1988
36	Report No 20880-118 (1 of 2)	Analytical Report (water, soil)	York Laboratories	Dan Raviv Associates	2/16/1988
36	Report No 20880-101	Analytical Report (water, soil)	York Laboratories	Dan Raviv Associates	2/4/1988
38	Report No 20880-118 (2 of 2)	Analytical Report (water, soil)	York Laboratories	Dan Raviv Associates	2/16/1988
	Data tabulation and evaluation of chromatographs discussions with laboratory regarding PCB				
37	analytical results	Invoice	Dan Raviv Associates	George Chrys/Hatco	8/15/1994
37	Report # 20880-107	Technical Report (water)	Accutest	Dan Raviv Associates	2/4/1988
37	Report # 20880-135	Technical Report (water, soil)	Accutest	Dan Raviv Associates	2/11/1988
37	Report # 20880-108	Technical Report (water)	Accutest	Dan Raviv Associates	2/4/1988
37	Summary of PCBs in soil	Table	Enviro	Dan Raviv Associates	4/14/1994
37	Summary of Petroleum hydrocarbons and base	Table	Enviro	Dan Raviv Associates	4/14/1994
37	neutrals in soil	Table	Hatco	Dan Raviv Associates	
37	Blank Summary of proposed vs. actual scope of work project 58 field activities	Table			
37	Job No G358-Hatco	Lab Results (soil)	Michael Urban/Envirotech	Cecilia Collier/Dan Raviv Associates Inc.	5/17/1994
37	Project 86C289-57 Job No 940313R	Technical Report (soil)	Accutest	Dan Raviv Associates	2/16/1994
37	Project 86C289-57 Job No 940387	Technical Report (soil)	Accutest	Dan Raviv Associates	2/8/1994
37	Project 86C289-57 Job No 941938	Technical Report (soil)	Accutest	Dan Raviv Associates	4/20/1994
37	Project 86C289-57 Job No 940417 Vol 1 of 2	Technical Report (water, soil)	Accutest	Dan Raviv Associates	2/15/1994
37	Project 86C289-57 Job No 940313	Technical Report (soil)	Accutest	Dan Raviv Associates	2/3/1994
37	Project 86C289-57 Job No 940288	Technical Report (water, soil)	Accutest	Dan Raviv Associates	2/11/1994
37	Project 86C289-57 Job No 940312	Technical Report (soil)	Accutest	Dan Raviv Associates	2/3/1994
37	Project 86C289-57 Job No 940417 Vol 2 of 2	Technical Report (water, soil)	Accutest	Dan Raviv Associates	2/16/1994
37	Project 86C289-57 Job No 941495	Technical Report (soil)	Accutest	Dan Raviv Associates	12/5/1994
37	Project 86C289-57 Job No 944200	Technical Report (soil)	Accutest	Dan Raviv Associates	12/5/1994
37	Job No G177-MF-39092	Lab Results (soil)	Accutest	Dan Raviv Associates	4/1/1994
37	Job No E972-New Hopper Waste Pad-Pre-excavation samples	Lab Results (soil)	Michael Urban/Envirotech	Dan Raviv Associates	8/15/1993
	Hatco Project for PCB analysts Job no 940312 samples E401160, E401161, Job no 940313 sample E401162, Job No 940387 sample E401521, Job no 940417 sample E401523, E401528	Technical Report (soil)	Accutest	Dan Raviv Associates	3/30/1994
37	Job No H145-Hatco	Lab Results (soil)	Michael Urban/Envirotech	Dan Raviv Associates	8/17/1994
37	Job No G367-Hatco	Lab Results (soil)	Michael Urban/Envirotech	Dan Raviv Associates	8/8/1994
37	Project 86C289-57 Job No 943498	Technical Report (soil)	Accutest	Dan Raviv Associates	8/1/1994
		USEPA CLP Inorganics SOW			
38	Job No 924886	Document (water, soil)	Accutest	Dan Raviv Associates	1/4/1993
38	Job No 924909	USEPA CLP Inorganics SOW Document (water, soil)	Accutest	Dan Raviv Associates	1/15/1993

5533-344

B05533P6345

Job No.	Document	Author	Reviewer	Date
38 Job No 925031	USEPA CLP Inorganics SOW	Accutest	Dan Raviv Associates	2/2/1993
38 Job No 925040	Document(water,soil)	Accutest	Dan Raviv Associates	12/21/1992
38 Job No 925131 Samples # E224352 E224354	Document(water,soil)	Accutest	Cecilia Collier/Dan Raviv Associates	1/28/1993
38 Job No 924942	Hatco Project Lead Results	Accutest	Dan Raviv Associates	2/1/1993
38 Job No 924948	USEPA CLP Inorganics SOW	Accutest	Dan Raviv Associates	
38 Job No 924948	Document(water,soil)	Accutest	Dan Raviv Associates	
38 Job No 924948	USEPA CLP Inorganics SOW	Accutest	Dan Raviv Associates	11/4/1992
38 Job No 924948	Document(water,soil)	Accutest	Dan Raviv Associates	
38 Job No 924948	Inorganics Conformance	Accutest	Dan Raviv Associates	
38 Job No 924948	Summary(water,soil)	Accutest	Dan Raviv Associates	
38 Job No 924948	USEPA CLP Inorganics SOW	Accutest	Dan Raviv Associates	
38 Job No 924948	Document(water,soil)	Accutest	Dan Raviv Associates	
38 Job No 925031	USEPA CLP Inorganics SOW	Accutest	Dan Raviv Associates	2/2/1993
38 Job No 925031	Document(water,soil)	Accutest	Dan Raviv Associates	
38 Job No 925031	USEPA CLP Inorganics SOW	Accutest	Dan Raviv Associates	12/21/1992
38 Job No 925131 Samples # E224352 E224354	Hatco Project Lead Results	Accutest	Cecilia Collier/Dan Raviv Associates Inc.	1/27/1993
38 Job No 924871	USEPA CLP Inorganics SOW	Accutest	Dan Raviv Associates	12/21/1992
38 Job No 924871	Document(water,soil)	Accutest	Dan Raviv Associates	
38 Job No 924871	Inorganics Conformance	Accutest	Dan Raviv Associates	
38 Job No 924871	Summary(water,soil)	Accutest	Dan Raviv Associates	
38 Job No 924871	Inorganics Conformance	Accutest	Dan Raviv Associates	
38 Job No 924871	Summary(water,soil)	Accutest	Dan Raviv Associates	
38 Job No 924871	Daines & Moore Documents, Western Consulting Documents, Killam Documents(water)	Margaret Camilleri/William & Connolly	Dan Raviv/Dan Raviv Associates	6/28/1991
38 Job No 924871	Lab Results(soil)	Accutest	Dan Raviv Associates	6/10/1992
38 Job No 924871	Technical Report(soil)	Accutest	Dan Raviv Associates	5/4/1992
38 Job No 924871	Technical Report(soil)	Accutest	Dan Raviv Associates	5/28/1992
38 Job No 924871	Technical Report(soil)	Accutest	Dan Raviv Associates	5/7/1992
38 Job No 924871	Technical Report(soil)	Accutest	Dan Raviv Associates	5/7/1992
38 Job No 924871	Technical Report(soil)	Accutest	Dan Raviv Associates	5/4/1992
38 Job No 924871	Technical Report(soil)	Accutest	Dan Raviv Associates	5/1/1992
38 Job No 924871	Technical Report(soil)	Accutest	Dan Raviv Associates	5/1/1992
38 Job No 924871	Technical Report(soil)	Accutest	Dan Raviv Associates	5/1/1992
38 Job No 924871	Technical Report(water,soil)	York Laboratories	Dan Raviv Associates	4/21/1988
38 Job No 924871	Technical Report(soil)	York Laboratories	Ray Simondel/Dan Raviv Associates Inc.	5/10/1988
38 Job No 924871	Technical Report(water,soil)	York Laboratories	Ray Simondel/Dan Raviv Associates Inc.	5/10/1988
38 Job No 924871	Organic CLP Deliverables Sample Data Summary	Accutest	Dan Raviv Associates	8/28/1992
38 Job No 924871	Package(water,soil)	Accutest	Dan Raviv Associates	
38 Job No 924871	Organic CLP Deliverables Sample Data Summary	Accutest	Dan Raviv Associates	8/28/1992
38 Job No 924871	Package(water,soil)	Accutest	Dan Raviv Associates	

5533-346

B05533PG346

GRACE HATCO Known Conditions Document List

Job No.	Description	Document	Author	Reviewer	Date
41	SDG 924871 Vol 3 & 4 of 10	Organic CLP Deliverables Sample Data Summary Package(water,soil)	Accutest	Dan Raviv Associates	8/28/1992
41	Job No 924835 Vol 10 & 11 Project 86C289-FRI	Technical Report(soil)	Accutest	Ray Simonds/Dan Raviv Associates Inc.	8/27/1992
41	Job No 924835 Vol 7, 8 & 9 Project # 86C289-FRI	Technical Report(soil)	Accutest	Ray Simonds/Dan Raviv Associates Inc.	8/27/1992
41	Job No 924835 Vol 5, 6 & 9 Project # 86C289-FRI	Technical Report(soil)	Accutest	Ray Simonds/Dan Raviv Associates Inc.	8/27/1992
41	Job No 924835 Vol 3 & 4 Project 86C289-FRI	Technical Report(soil)	Accutest	Ray Simonds/Dan Raviv Associates Inc.	8/27/1992
42	SDG 925103 Vol 3 & 4 of 8	Organic CLP Deliverables Sample Data Summary Package(soil,water,soil)	Accutest	Dan Raviv Associates	9/1/1992
42	SDG 925040 Vol 7 & 8 of 8	Organic CLP Deliverables Sample Data Summary Package(soil,water,soil)	Accutest	Dan Raviv Associates	9/10/1992
42	SDG 925040 Vol 5, 6 & 8 of 8	Organic CLP Deliverables Sample Data Summary Package(soil,water,soil)	Accutest	Dan Raviv Associates	9/10/1992
42	SDG 925040 Vol 3 & 4 of 8	Organic CLP Deliverables Sample Data Summary Package(soil,water,soil)	Accutest	Dan Raviv Associates	9/10/1992
42	SDG 925031 Vol 8 & 9 of 9	Organic CLP Deliverables Sample Data Summary Package(water,soil)	Accutest	Dan Raviv Associates	9/8/1992
42	SDG 925040 Vol 1 & 2 of 8	Organic CLP Deliverables Sample Data Summary Package(water,soil)	Accutest	Dan Raviv Associates	9/10/1992
42	SDG 925103 Vol 1 & 2 of 8	Organic CLP Deliverables Sample Data Summary Package(water,soil)	Accutest	Dan Raviv Associates	9/11/1992
43	Job No H859-Hatco	Lab Results(soil)	Envirotech Research Inc	Cecilia Fontana/Dan Raviv Associates, Inc	11/11/1994
43	Vol 2, Job No H856-Dan Raviv Associates-Hatco GC Forms and Data	General Chemistry Forms(soil)	Envirotech Research Inc	Cecilia Fontana/Dan Raviv Associates, Inc	11/11/1994
43	Job No H887-Hatco	Lab Results(soil)	Envirotech Research Inc	Cecilia Fontana/Dan Raviv Associates, Inc	11/16/1994
43	Vol 2 Job No H887-Dan Raviv Associates, Inc. - Hatco GC/MS Forms and Data GC Forms and Data	Petroleum Hydrocarbons Forms and Data(soil)	Envirotech Research Inc	Cecilia Fontana/Dan Raviv Associates, Inc	11/16/1994
44	Job No 925008 Vol 7-9 of 9	Organic CLP Deliverables Sample Data Summary Package(water,soil)	Accutest	Dan Raviv Associates	9/5/1992

5533-347

805533PG347

GRACE HATCO Environmental Conditions Document List

Index	Description	Document	Author	Company	Date
44	SDG No 925031 Vol 1 & 2 of 9	Organic CLP Deliverables Sample Data Summary Package(water,soil)	Accutest	Dan Raviv Associates	9/8/1992
44	SDG-925031 Vol 3 & 4 of 9	Organic CLP Deliverables Sample Data Summary Package(water,soil)	Accutest	Dan Raviv Associates	9/8/1992
44	SDG 925031 Vol 5 & 6 of 9	Organic CLP Deliverables Sample Data Summary Package(water,soil)	Accutest	Dan Raviv Associates	9/9/1992
44	Job No 925008 Vol 4, 5 & 6 of 9	Organic CLP Deliverables Sample Data Summary Package(water,soil)	Accutest	Dan Raviv Associates	9/8/1992
44	Job No 925008 Vol 1, 2 & 3 of 9	Organic CLP Deliverables Sample Data Summary Package(water,soil)	Accutest	Dan Raviv Associates	9/8/1992
45	Job No 924971 Project # 88C289/FRI 2 of 5	Soil Lab Data Sheets Attachment 1	Accutest	Ray Simonds/Dan Raviv Associates Inc.	August - September 1992
45	Job No 924903 Project No. 88C289/FRI 3 of 5	Soil Lab Data Sheets Attachment 1	Accutest	Ray Simonds/Dan Raviv Associates Inc.	August - September 1992
45	Job No 924946 Project No. 88C289/FRI 4 of 5	Soil Lab Data Sheets Attachment 1	Accutest	Ray Simonds/Dan Raviv Associates Inc.	August - September 1992
45	Job No 925031 Project No 88C289/FRI 5 of 5 Job No 925131 Samples # E224382 & E 224354 vol 48 1 of 1	Soil Lab Data Sheets Attachment 1	Accutest	Ray Simonds/Dan Raviv Associates Inc.	August - September 1992
46	Job No 925040 vol 1 of 1	Lead Results USEPA CLP Inorganics SOW Document(metals)	Accutest	Cecilia Collier/Dan Raviv Associates Inc.	1/16/1993
46	Job No 925031 vol 2 of 2	USEPA CLP Inorganics SOW Document(metals)	Accutest	Dan Raviv Associates	9/10/1992
46	Job No 924946 Vol 1 of 1	USEPA CLP Inorganics SOW Document(metals)	Accutest	Dan Raviv Associates	9/9/1992
46	Job No 924942 vol 1 of 1	USEPA CLP Inorganics SOW Document(metals)	Accutest	Dan Raviv Associates	9/9/1992
46	Job No 924908 Vol 1 of 1	USEPA CLP Inorganics SOW Document(metals)	Accutest	Dan Raviv Associates	9/11/1992
46	Job No 925031 vol 1 of 2	USEPA CLP Inorganics SOW Document(metals)	Accutest	Dan Raviv Associates	9/9/1992
46	Job No 924988 vol 1 of 1	USEPA CLP Inorganics SOW Document(metals)	Accutest	Dan Raviv Associates	9/31/1992
47	Report No 20880-141 2 copies	Technical Report(soil,water)	York Laboratories	Dan Raviv Associates	2/17/1988
47	Report No 20880-281	Technical Report(soil,water)	York Laboratories	Dan Raviv Associates	4/20/1988
47	Report No 20880-258 & 281 2 copies	Technical Report(soil,water)	York Laboratories	Dan Raviv Associates	4/18/1988

5533-348

B05533PG348

GRACE HATCO Known Conditions Document List

Item #	Description	Document	Author	Recipient	Date
47	Report No 20880-259	Technical Report (soil)	York Laboratories	Dan Raviv Associates	4/18/1988
47	Report # 87-2873 Project ECC Ford Case 878A	Technical Report (soil)	Century Laboratories	Environ Corp.	2/16/1988
47	Report # 87-2809 Project Ecc Ford Case 878A	Technical Report (soil)	Century Laboratories	Environ Corp.	2/17/1988
47	Report # 20880-218	Technical Report (soil)	York Laboratories	Frank Getchell/Dan Raviv Associates	3/2/1988
47	Report # 20880-200	Technical Report (water)	York Laboratories	Frank Getchell/Dan Raviv Associates	3/8/1988
47	Report # 20880-107	Technical Report (water)	York Laboratories	Frank Getchell/Dan Raviv Associates	2/4/1988
47	Report # 20880-109	Technical Report (water)	York Laboratories	Dan Raviv Associates	2/4/1988
47	NPDES Permit No 0000116	Protocol for Quarterly Sampling	Robert Saar/Geraghty & Miller	Mario Caprin/Nuodex Inc.	3/5/1985
47	Report No 20880-101	Technical Report (water)	York Laboratories	Dan Raviv Associates	2/4/1988
47	Report No 20880-118 (2 of 2)	Technical Report (water/soil)	York Laboratories	Dan Raviv Associates	2/16/1988
47	Report No 20880-209	Technical Report (water)	York Laboratories	Frank Getchell/Dan Raviv Associates	3/2/1988
47	Report No 20880-201	Technical Report (soil)	York Laboratories	Frank Getchell/Dan Raviv Associates	3/1/1988
1	Project 86C2891L Well No MW15S	Well Completion Report	Environmental Drilling Inc	Dan Raviv Associates	4/21/1992
1	Project No 86C28951G Well No MW15SR	Soil Boring/Overburden Well Completion Report	James Anderson (Contractor)	Dan Raviv Associates	8/27/1993
1	Project No 86C28951G Well No MW23S	Completion Report	James Anderson (Contractor)	Dan Raviv Associates	5/11/1993
1	Project NO 86C289-51C Well No MW24S	Completion Report	James Anderson (Contractor)	Dan Raviv Associates	5/15/1993
1	Project No 86C28951G Well No MW25S	Completion Report	James Anderson (Contractor)	Dan Raviv Associates	8/28/1993
1	Project No 86C28951G Well No MW26S	Completion Report	James Anderson (Contractor)	Dan Raviv Associates	5/15/1993
1	Project No 86C28951G Well No MW27S	Completion Report	James Anderson (Contractor)	Dan Raviv Associates	5/15/1993
1	Project No 86C28951G Well No MW28S	Completion Report	James Anderson (Contractor)	Dan Raviv Associates	3/30/1994
1	Project No 86C28951G Well No MW29a	Completion Report	James Anderson (Contractor)	Dan Raviv Associates	8/2/1993
1	Project No 86C28951G Well No MW30a	Completion Report	James Anderson (Contractor)	Dan Raviv Associates	3/31/1994
1	Project No 86C28951G Well No 31s	Completion Report	James Anderson (Contractor)	Dan Raviv Associates	3/28/1994
1	Project No 86C28951U Well No 32s	Completion Report	James Anderson (Contractor)	Dan Raviv Associates	4/6/1994
1	Project No 86C28951U Well No 33d	Completion Report	James Anderson (Contractor)	Dan Raviv Associates	4/8/1994
1	Project No 86C28951T Well No 34d	Completion Report	James Anderson (Contractor)	Dan Raviv Associates	4/28/1994
1	Elevations	Box lists	William Alburger/JCA	Cecilia Collier/Dan Raviv Associates	4/22/1994
2	Report	Surface Water Modeling Report	Woodward-Clyde	WR Grace & Hatco	10/1/1996
3	Volume 1 of 3 (2 copies)	Evaluation of Treatability Studies	Woodward-Clyde	WR Grace & Hatco	Aug 98
4	Iron Mounslin	Box lists	Hatco	Hatco	Various
4	Container #s and Description (2 copies)	Offsite/Low Room Inventory	Hatco	Hatco	
4	Files and Documents Sent to Pierce Leehy Archives	Contents and Box #s	Hatco	Hatco	7/24/1998
4	Lists of Files Placed in Boxes in their warehouse	Files and Box #s	Hatco	Hatco	No Date

5533-349

B05533PG349

Document	Description	Documents	Author	Receipts	Date
4	Documents to be returned to Hatco	List			No Date
4	Remedial File Review	Notes	Dan Kopow		3/10/2004
4	Index Subject Files	Project Files-File Room			10/4/2002
5	Change in Status in Groundwater Discharge to MCUA MCUA Permit No. 28074	Letter	James Millikin/Hatco	Kevin Alesio/Middlesex City Utilities Authority	12/19/2001
5	MCUA Permit No. 28074 Groundwater Flow Monitoring	Letter	Kevin Alesio/Middlesex City Utilities Authority	James Millikin/Hatco	10/30/2001
5	Response to comments (2 copies)	Draft Non-Domestic Wastewater Discharge Permit			
5	Deposited Depositions	Public Inventory			12/18/1993
5	Hatco Chronology R&ACO	Attorney Work Product	Williams & Connolly	Hatco	11/18/1991
5	Correspondence	Spills and Leaks Index			10/2/1992
6	Project No. 86C289	Soil Boring Reports	EDI	Dan Raviv Associates	Dec-87
6	Job No. 86C289	Lagoon #1 Cross Section Figures	Dan Raviv Associates	Hatco	2/29/1988
6	Project 87C487 Boring No. Hb1-32	Soil Boring Report	EDI	Dan Raviv Associates	Dec. Jan-87
6	Project No. 86C289-FRI	Soil Boring Reports	James Anderson (Contractor)	Dan Raviv Associates	Aug. September 1982
6	Project No. 415-002G	Inspection Report/Monitoring Well Log	Paulus Sokolowski and Sator	Hatco	12/22/1982
6	Well Permit No. 26107449, 26107490, 26107473, 26107457, 26107465, 26107461,	Monitoring Well Certification	Environ	Hatco	1987
6	Copies	Boring Logs	Walter Sieple/Wilentz, Goldman & Spitzer	Gene Dominach/Hatco	5/24/1983
6	Job No. 86C289	Groundwater Measurement	Dan Raviv Associates	Hatco	9/20/1988
7	Hydrotherm Pump Leak Problem of 2/17/92	Memo & Correspondence	J. Fabbro	J.V. Mustacchio	3/2/1982
7	Discharge Confirmation Reports for Case Nos. 91-9-19-1545-59, 92-02-05-0946-67 & 92-02-15-0859-40 Follow-Up and Conclusion of H-1510 Loss on 6-28-795	Letter & Correspondence	Darryl Jemmus/NJDEP	James Millikin/Hatco	7/1/1992
7	Case No. 02-07-10-0805-30	Memo & Correspondence	James Millikin/Hatco	M. Kaufman	7/31/1985
7	Written Report NJDEP Case No. 95-7-28-0854-21	Letter & Correspondence Report	Anthony Reitano/Hatco and Haines	Vicky Galante/NJDEP	9/13/2002
7	Corrective Action Proposal for DIDP Rupture Disc	Correspondence	James Millikin/Hatco	NJDEP	9/8/1985
7	Failure-T-416 Incident	Memo & Incident Report	M. Goldberg	David Mason/Hatco	1/7/1997
7	Tank 208 Sump 1 overflow	Summary	Charles Isley	J.J. Millikin	10/8/1988
7	Summary of Discharges and Documented Leaks	Report	Ivan Bogert/Clinton Bogert Associates	Hatco	12/1/1986
8	Rainfall Catchment and Limited Hydraulic Study	Report	James Millikin/Hatco	Hatco	8/2/1984
8	Written Report NJDEP Case No. 91-8-19-1545-59	Report	David Mason/Hatco	NJDEP	4/8/1992
8	Stormwater Pollution Prevention Plan	Report	David Mason/Hatco	Hatco	4/8/1984
8	Poly Chlorinated Biphenyls Spill Prevention Control and Countermeasures Plan	Report	EnTech Engineering, P.C.	Hatco	Sep-01
9	Memo	Emergency response Plan	D. Mason	J.J. Millikin	2/14/2003
9	Spill Prevention, Control, and Countermeasures Plan	Report	EnTech Engineering, P.C.	Hatco	Jun-01
10	Simulation of Groundwater Recovery Systems	Draft Appendix	Dan Raviv Associates	Hatco	No Date

5533-350

GRACE HATCO Known Conditions Document List

Box/ID	Description	Document	Author	Date
10	Summary of LNAPL analytical results Project 51 U & 80	Table	Hatco	No Date
10	Cross-Section of Phthalic Anhydride Sewer Line and Adjacent soil borings Job No 86C289-L	Figure	GRA/FWLB	Nov-92
10	Groundwater Surface Map Shallow Aquifer	Figure	RES/ODL	Jun-88
10	Figure	NJDEP Unconsolidated Monitor Well Specifications	Hatco	Jun-87
10	Ground Water Surface Map Deep Aquifer	Figure	Hatco	4/12/1988
10	Groundwater Surface Map Shallow Aquifer	Figure	Hatco	4/12/1988
10	Ground Water Surface Map Deep Aquifer	Figure	Hatco	12/21/1987
10	Groundwater Surface Map Shallow Aquifer	Figure	Hatco	12/21/1987
10	Job No 86C289-GW	Figure	RES/ODL	Hatco
10	Hydrogeologic Profile B-B	Figure	DJM/ODL	Oct-89
10	Hydrogeologic Cross Section A-A	Figure	DJM/MV	Oct-89
10	Proposed Additional Monitoring Well Locations	Figure	RES/ODL	Nov-89
10	Hydrogeologic Profile C-C	Figure	DJM/ODL	Oct-89
10	Proposal No 69a System to remove LNAPL from Mounded Manhole	Proposal	Gordon Jamieson/URS Greiner	
10	Proposal No 68 Scope and Cost for additional soil and LNAPL delineation	Proposal	Woodward Clyde	9/24/2000
	Figures, Sediment Comparison, Surface Water Comparison, Soil Comparison, Tables, Soil Sampling results summary, quality control/quality assurance results summary, soil sample summary, groundwater sampling results summary, water and sediment sampling results summary, Soil boring groundwater, surface water and sediment sampling results	Tables and Figures		
10	Health and Safety Plan for Work Activities in Hydrotherm Building Area	Memo & Correspondence	Various People	4/26/1993
10	Exxon rail car PA Spill cleanup	Letter & Correspondence	J.V. Mustacchio/Hatco	3/19/1992
10	Natural Gas Supply Pipe Line	Figure	Hatco	No Date
11	Concept report on control of surface runoff	Report	Weston Solutions	Jan-80
11	Report of review of NJDEP Files-Downgradient properties	Draft Report	Woodward-Clyde	8/8/1997
11	Rainfall runoff evaluation	Estimates	Gerald Gardner/Clinton Bogert Associates	10/4/1990
11	Spill Incident Report	Report	James Millikin/Hatco	5/27/1993
11	Discharge Confirmation Report for Case No 93-02-19-1158-14	Report	Daryl Jennings/NJDEP	5/17/1993
11	Incident Report Gas Tank Car GATX685383	Memo & Correspondence	Williams Grasmeyer/Hatco	7/14/1994
11	Discharge Confirmation Report for Case No 94-07-15-1150-55	Letter & Correspondence	Daryl Jennings/NJDEP	2/16/1995
12	Requested Information	Chemical Summaries	Carol Olson/Williams & Connolly	3/9/1992
12	Sewer Survey	Draft Report	ENSR	Sep-97
12	Transmittal of Stage IA Archeological and Historical Sensitivity Evaluation	Letter/Document	Dan Raviv/Dan Raviv Associates	6/28/1993
12	General Statewide General Permit No 14	Permit Application	Woodward-Clyde	8/25/1987
13	Hatco Chemical Division	Pictures	Grace Hatco	No Date

5533-351

B05533PG351

Item #	Description	Document	Author	Responsible	Date
13	Long Term Groundwater level monitoring March 1 - September 13, 2001	Letter & Correspondence	Marlon Craig/URS	Mitch Obradovic/Remediation Group, Inc.	10/27/2001
13	Long Term Groundwater level monitoring March 1 - July 2, 2001	Letter & Correspondence	Marlon Craig/URS	Mitch Obradovic/Remediation Group, Inc.	8/1/2001
13	LNAPL in Soil Samples and TOC samples	Memo & Correspondence	Marlon Craig/URS	Distribution	5/25/2001
13	LNAPL Removal pilot studies	Report	Marlon Craig/URS	Vicky Galbreath/NUDEP	6/1/2001
13	Job No. 86C289-LA	Photos	Halco	Halco	8/28/2001
14	Report	Surface Water Modeling Report	Woodward-Clyde	Halco	No Date
15	MCUA Draft Modified Permit & Comments Permit # 28074	Self-Monitoring Report	Middlesex County Utility Authority	Grace Halco	10/1/1998
15	Claim No 912-0038198DI, Policy No BOG 209481405 Acknowledgement of Receipt of Lat Rest	Insurance	Kathy Traute/Zurich-American Insurance Group	Halco	1998
15	Claim	Insurance	Halco	Halco	4/12/2001
15	Crown Pacific Remediation	Letter/Figure	Gordon Jamieson/URS Greiner	Mitch Obradovic/Remediation Group, Inc.	3/23/2000
16	LNAPL Groundwater Elevation Study	Report	Woodward-Clyde	Grace Halco	4/23/1988
16	Aerial Photos	Photos	Woodward-Clyde	Halco	4/10/1992
17	Operations and Maintenance Manual Seep Interceptor	Final report	URS Corporation	Remedium Group Inc. & Halco Corp	1/22/2001
18	System Warehouse No 4	Memo	James Millikin/Halco	George Chrysler/Halco	11/4/1994
18	Effluent Reduction Work Plan PCB	Memo	Peter Reynolds/URS Greiner	Gordon Jamieson	4/5/2000
18	STL Envirotech Report No Y053	Memo	Woodward-Clyde	David Mason/Halco	3/30/1998
18	Data from Crown Pacific Property	Memo	Gordon Jamieson/URS Greiner	Halco	11/17/1997
18	Report of soil and groundwater sampling analysis	Report	Scott Watkins/French & Parrello	Joe Schacter/Crown Pacific	10/22/1998
18	Letter Report- Impact of site remediation on the discharge to the MCUA	Report	Gordon Jamieson/URS Greiner	Mitch Obradovic/Remediation Group, Inc.	2/27/2001
18	Benzene Fate and Transport Conceptual Model	Letter	Michael McGill/URS	Mitch Obradovic/Remediation Group, Inc.	1/19/2000
18	Task No 63 Evaluation of Off-Site Wetland Mitigation Potential	Letter	Gordon Jamieson/URS Greiner	Distribution	5/25/2001
18	LNAPL in soil samples and TOC samples	Memo	Woodward-Clyde	Joseph Karpas/NUDEP	1/27/2000
18	Soil and Groundwater sampling results	Letter	Marlon Craig/URS	Mitch Obradovic/Remediation Group, Inc.	10/22/2001
18	Long Term Groundwater Level Monitoring March 1 - September 13, 2001	Letter	Marlon Craig/URS	Halco	1994
18	Wetlands Field Maps	Maps	EDI	Grace Halco	1994
19	Project No 86C289L, 86C28951C, 86C28951T, 289-51U	Well Completion Report	Woodward-Clyde	Halco	1994
19	Charts and Notes	LNAPL Measurements	Woodward-Clyde	Halco	1994
19	Charts	LNAPL Thickness calculations	Woodward-Clyde	Halco	Various
19	Figures	Stick Logs	Dot Nelson	Miles Carmese	4/25/1998
19	Proposal 57 & Charts	Product Definition measurements	Woodward-Clyde	Halco	1994
19	MW 52a	LNAPL bedrock	Woodward-Clyde	Grace Halco	Dec-98

5533-352

B05533PG352

GRACE HATCO Known Conditions Document List

Blinder	Description	Document	Author	Reviewer	Due
20	Discharge Prevention, containment and removal plan	Plan Renewal	Hatco	Hatco	1/15/2002
20	Draft Report	Wetland Delineation Report	Woodward-Clyde	Grace Hatco	7/31/1998
20	Report	UNAPL and Groundwater Evaluation Study	Woodward-Clyde	Grace Hatco	4/23/1998
21	Step 1 Report	Evaluation and Remediation of Groundwater Discharge to Railway Sliding Swale	Woodward-Clyde	Grace Hatco	12/1/1997
22	Memo	Data from Crown Pacific Property	Woodward-Clyde	David Mason/Hatco Mitich Obrowski/Remediation Group Inc	3/30/1998
22	Operations and Maintenance manual	Step Interceptor System Warehouse No 4	URS Corporation	Remediation Group Inc. & Hatco Corp	1/22/2001
22	Document	Benzene Fate and Transport Model	URS Corporation	Mitch Obrowski/Remediation Group, Inc	8/20/2001
	Letter	PCB Approval Letter issued by the United States Environmental Protection Agency on March 30, 2005	EPA	Weston	
	Report	"Crow's Mill Creek Report" dated May 4, 2005 to Henry Kindervater of the NJDEP by Sovelign Consulting Inc. on behalf of EPEC Polymers Inc. summarizing the results of surface water and sediment samples collected from Crow's Mill Creek and attachments	Sovelign Consulting	NJDEP	

5533-353

B05533PG353